

COUNTY CONTRACT NUMBER 563618
AGREEMENT WITH EXODUS RECOVERY INC.
FOR MOBILE CRISIS RESPONSE TEAM (MCRT) PILOT IN THE NORTH COASTAL REGION

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and **Exodus Recovery, Inc., a for profit business, located at 9808 Venice Blvd. Suite 700, Culver City, CA 90232** ("Contractor"), with reference to the following facts:

RECITALS

- A. The County, by action of the Board of Supervisors Minute Order No. 1 September 25, 2019 authorized the Director of Purchasing and Contracting, to award a contract for **strengthening the bridge between Behavioral Health Services and the Criminal Justice System.**
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit A-1 Offeror's Proposal, Exhibit B Insurance Requirements and Exhibit C, Pricing/Payment Schedule. In the event that any provision of the Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and Fifth (5th) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 **Standard of Performance.** Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 **Contractor's Representative.** The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 **Contractor as Independent Contractor.** Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 **Contractor's Agents and Employees or Subcontractors.** Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract or consultant agreement that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts or consultant agreements to the same individual or firm for the agreement period, or any subcontract or consultant agreement for professional medical or mental health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR"). Contractor

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shall provide Contracting Officer Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into if it has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.
- 1.5 Off Shore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this Section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility for Equipment. For cost reimbursement agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
 - 2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one-year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

- 3.1 General Obligations.

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At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

3.2 Disentanglement Process.

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Agreement Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Agreement Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

3.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations.

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party agreements, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party agreements between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

3.3.3 Return, Transfer and Removal of Assets.

3.3.3.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.3.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not

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being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.4 Transfer of Leases, Licenses, and Agreements.

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other agreements used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other agreements have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other agreements to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

3.3.5 Delivery of Documentation.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

3.4 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

3.5 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

ARTICLE 4
COMPENSATION

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure completion of the Agreement. Invoices are subject to the requirements below.

4.1 Fiscal for Cost Reimbursement (Rev. 7/1/17)

4.1.1 General Principles. Contractor shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the [Federal Office of Management and Budget \(OMB\)](#), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance", which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all federal, State and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County. Contractor shall submit annually to the County a cost allocation plan in accordance with The Uniform Guidance.

4.1.2 Travel Restrictions. Allowable travel costs as provided in the applicable cost principles may not exceed those established by the General Services Administration (GSA) available on-line at <http://www.gsa.gov/portal/category/21287>

4.1.3 Agreement Budget. In no event shall the Exhibit C Agreement budget total be increased or decreased prior to County approved Agreement amendment. In no event shall County pay Contractor in excess of the amount identified on the Signature Page. Budget line item adjustments requiring County review and approval are listed in Exhibit C "Contractor's Budget."

4.1.4 Administrative Adjustment. The COR may make administrative Agreement adjustments to change or modify the budget as long as the total Agreement amount or Agreement term is not modified.

4.1.5 Agreement Amendment. An Agreement amendment signed by the Contracting Officer is required to modify the total Agreement amount or Agreement term.

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4.2 Invoices and Payment

4.2.1 Invoices for Reimbursement. Contractor shall submit properly executed monthly invoices to the Contracting Officer's Representative ("COR") for reimbursement of allowable costs associated with the work performed in the prior month. Payments will be paid as described in paragraph 4.2.2 below. Contractor's monthly invoices shall be completed and submitted in accordance with written COR instructions and shall include a statement certifying whether it is in compliance with the debarment and suspension paragraph within Article 8.

4.2.2 Payments. County agrees to reimburse Contractor after receipt of properly completed invoice. County will reimburse for actual allowable, allocable and reasonable costs incurred in consideration for services performed. Contractor shall maintain supporting documentation of expenses as specified in Articles 11 and 13. Payments will be made in arrears after receipt of properly completed invoice approved by the COR. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

4.2.3 Full Compensation. Pending any adjustments by the COR, each invoice approved and paid shall constitute full and complete compensation to Contractor for the invoice. This Agreement constitutes the entire Agreement between Contractor and County. Contractor shall be entitled only to reimbursement for allowable, allocable and reasonable costs associated with services pursuant to Exhibit A.

4.2.4 Final Fiscal Year End Settlements. Contractor shall submit the final invoice for reimbursement for services performed during the County fiscal year by the final fiscal year settlement date, which will be established by each department. This settlement date shall be no more than 60 calendar days from the end of the County fiscal year. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during that fiscal year after this date. The County fiscal year shall be defined as July 1, through June 30, unless otherwise defined in this Agreement. ~~#Delete the following sentence and subparagraphs if not applicable.~~ The following costs will be excluded from reimbursable costs during the year end settlement process:

4.2.4.1 ADS Drug Medi-Cal: Drug Medi-Cal costs that exceed the cap at the individual provider level.

4.2.4.2 Mental Health Services Revenue Risks: Medi-Cal costs for which the County has not received reimbursement through an approved Medi-Cal claim.

4.2.5 Final Agreement Settlement Date. Contractor shall submit the final invoice for reimbursement for services performed during the final fiscal year of the contract by the final contract settlement date, which shall be no more than 60 calendar days from the final date of the contract services. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during the final fiscal year of the contract after the final Agreement settlement date.

4.2.6 Prompt Payment for Vendors and Subcontractors

4.2.6.1 Prompt payment for vendors and subcontractors.

4.2.6.1.1 Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.

4.2.6.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.2.6.1.1. of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.

4.2.6.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:

4.2.6.2.1 Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld;

4.2.6.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.2.6.2.1. of this

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Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;

- 4.2.6.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.
- 4.2.6.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.2.6.2.1 of this Agreement and shall follow Paragraph 4.2.6.2.3. of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.
- 4.2.6.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.
- 4.2.7 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.
- County shall, in its sole discretion, have the right to terminate or suspend this Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no Agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.
- In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.
- 4.2.8 Conditions Prerequisite to Payments. County may elect not to make a particular payment if any of the following exists:
- 4.2.8.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
- 4.2.8.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement which required County approval, without having first received said County approval.
- 4.2.8.3 Default. Contractor was in default under any terms and conditions of this Agreement.
- 4.2.8.4 Fees for Service. Contractor implemented a schedule of fees to be charged to clients or third party client representatives without prior County approval.
- 4.2.9 Withholding of Payment. County may withhold reimbursement until reports, data, audits, or other information required for Agreement administration or to meet County, State, Federal or other funding source reporting or auditing requirements are received and approved by COR or designee. County may also withhold payment if, in County's opinion, Contractor is in noncompliance with this Agreement.
- 4.2.10 Interpretation of Claim Provisions. As used in this Section, the term "claim" refers to a claim filed pursuant to [San Diego County Code of Administrative Ordinances Article V-A](#), "Processing and Certification of Routine Claims." The term "claim" as used in this Article 4 does not refer to a claim filed pursuant to San Diego County Code of Administrative Ordinances, Article X, "Claims Against the County."
- 4.2.11 Severability Limits. Severability pertains only to those Agreements that originate in one fiscal year and end in another fiscal year. This Agreement is severable for and limited to the amounts in the attached budget. In no event shall Contractor exceed the Severability Limits.
- 4.2.12 Disallowance. In the event Contractor receives payment from County for a service, for which reimbursement is later disallowed by County, the State, the Federal government, or any other funding source, Contractor shall

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promptly refund the disallowed amount to County on request, or County may offset the amount disallowed from any payment due to or to become due to Contractor under this Agreement or any other Agreement. Similarly, a disallowance under a prior Agreement may be offset against this Agreement.

- 4.2.13 Partial Payment. If Contractor fails to perform specified services, provide specified products or perform services or provide products timely and in accordance with specified requirements, Contractor shall be paid only the reasonable cost for the services performed or products provided for the payment period as determined by the COR.
- 4.2.14 Project Generated Revenue. Project Generated Revenue realized by Contractor in excess of the Agreement budget shall be utilized in support of the Project.
- 4.2.14.1 Project Generated Revenue and Expenditures shall be reported at the end of the Agreement period.
- 4.2.14.2 With COR approval, Contractor may expend a remaining balance of project generated revenue in the term of a subsequent County Agreement in support of this Project.
- 4.2.15 Incentive/Bonus/Performance Payments. Contractor shall not use any funds paid under this agreement to pay any incentive programs, bonus programs or structures, or performance incentives for employees at any level without a quantifiable measurement of compliant and ethical conduct. Contractor agrees to provide information on any formula or criteria used to calculate said payments to the County at the County's request.
- 4.2.16 Rate of Expense. Contractor shall control its rate of expense in relation to units of service and anticipated revenues.
- 4.2.17 Budget. Contractor shall inform the COR when it is anticipated that the need for services will exceed the approved service units and budget; however, Contractor's claim/invoice shall not exceed the approved budget.
- 4.2.18 Compliance. Any records of revenues, expenditures and/or clinical records under this Agreement shall be subject to compliance with Federal, State or local laws or regulations and may be audited and/or reviewed by the County and/or the appropriate Federal, State or County agency. In the event of an audit disallowance of any claimed cost which is subject to compliance with Federal, State or local law or regulations, Contractor shall be liable for any costs or lost revenue resulting therefrom.

ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")
- 5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.
- 5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the

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performance of any part of the work under this Agreement, whether changed or not changed by such an order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.

- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

ARTICLE 7
SUSPENSION, DELAY AND TERMINATION

- 7.1 Termination for Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 Damages for Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement.

At the sole discretion of the County, and subject to funding source restrictions and federal and State law, County may (1) withhold reimbursement for such costs from any amounts due to Contractor pursuant to the payment terms of the Agreement, (2) withhold reimbursement for such costs from any other amounts due to Contractor from County, and/or (3) require Contractor to remit a check for the total amount due (or a lesser amount specified by the County) to County within thirty (30) days of request by County. Alternatively, at the County's sole discretion, County and Contractor may enter into a written repayment plan for the reimbursement of the audit/investigation costs.

- 7.5 Termination for Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:

7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.

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- 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.5.4.1 Fraud, waste or abuse of Agreement funds, or
 - 7.5.4.2 Improperly submitted claims, or
 - 7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.4.4 Any breach of any term or condition of the Agreement, or
 - 7.5.4.5 Any actions under any warranty, express or implied, or
 - 7.5.4.6 Any claim of professional negligence, or
 - 7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, contractor or contractor's employees, directors, officers, agents, subcontractors, vendors, consultants or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.
- 7.7 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C

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200-d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, Section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.9.1 Byrd Anti-Lobbying Amendment. Contractor shall file Standard Form-LLL, "Disclosure Form to Report Lobbying," to certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by Contractor or Contractor's Subcontractors. In accordance with 31 U.S.C. 1352, Contractor shall also file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Contractor shall include this provision in all subcontracts and require each of its subcontractors to comply with the certification and disclosure requirements of this provision.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol-free work place, County of San Diego Drug and Alcohol Use Policy C-25, available on the County of San Diego website. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

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- 8.11.3 The County may terminate for default or breach this Agreement, and any other agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
- 8.12.4 Interlocking Directorate. In recognition of Board Policy A-79, available on the County of San Diego Website, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.12.5 Zero Tolerance in Coaching Medi-Cal or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of the Welfare and Medi-Cal systems by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.
- As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:
- (a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- (b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.
- Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.
- County may terminate for default or breach this Agreement and any other agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.
- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions.

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As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

8.15 Clean Air Act and Federal Water Pollution Control Act.

8.15.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

8.15.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

8.16 Debarment, Exclusion, Suspension, and Ineligibility.

8.16.1 Contractor certifies that, except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:

8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency; and

8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

8.16.1.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.16.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (federal, State, or local) terminated for cause or default.

8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this Section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.16.3 Contractor invoices shall include the following language:

I certify that the above deliverables and/or services were delivered and/or performed specifically for this Agreement in accordance with the terms and conditions set forth herein.

I further certify, under penalty of perjury under the laws of the State of California, that no employee or entity providing services under the terms and conditions of this Agreement is currently listed as debarred, excluded, suspended, or ineligible on the Federal System for Award Management (SAM: <http://SAM.gov>), the Federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE: <http://exclusions.oig.hhs.gov>), or the State of California Medi-Cal Suspended and Ineligible list (www.medi-cal.ca.gov).

8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website

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as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

- 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
- 8.17.4 In the event Contractor subcontracts any of the work performed under this Agreement, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).
- 8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729-3730) and State False Claims Act (California Government Code 12650-12653) to all employees, directors, officers, agents, subcontractors, consultants or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain these forms, or an electronic version, in accordance with the Agreement requirement for retention of records. For the purposes of this section, "Subcontractor" shall include any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.
- 8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records. Contractor shall pass this requirement down to its subcontractors in its entirety. For purposes of this section, "Subcontractor" shall mean any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.
- 8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608 (b)(1) – (b) (7) regardless of funding source or services.
- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant or volunteer of Contractor comes under investigation by any federal, State or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.
- Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.
- 8.22 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firm by:
- 8.22.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 8.22.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 8.22.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 8.22.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 8.22.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 8.23 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.322. Contractor shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the

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purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor.
- 9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

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9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.

9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

11.1 Audit and Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants. Contractor assertions of confidentiality shall not be a bar to full access to the records.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by agreement or to otherwise have the services performed in conformity

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with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

11.2 External Audits. Contractors will provide the following to the COR:

11.2.1 Contractor shall provide COR a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement no later than three (3) business days of Contractor receiving notice of the audit.

11.2.2 Contractor shall provide COR with a copy of the draft and final State or federal audit reports within twenty four (24) hours of receiving them (Health and Human Services Agency (HHSA) Contractors shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov).

11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or federal audit reports at the same time as response provided to the State or federal representatives.

11.2.4 Unless prohibited by the government agency conducting the audit, Contractor shall provide COR a copy of all responses made by the federal or State audit representative to the contractors' audit response no later than three (3) business days of receiving it. This will continue until the federal or State auditors have accepted and closed the audit.

11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:

11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.

11.4.2 Record that relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.

11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer.

ARTICLE 12
INSPECTION OF SERVICE

12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.

12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold

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from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- 13.5 Maintenance of Records. Contractor shall maintain all records relating to its performance under this Agreement, including all records of costs charged to this Agreement, and shall make them available within San Diego County for a minimum of five (5) years from the ending date of this Agreement, or longer where required by funding source or while under dispute under the terms of this Agreement, unless County agrees in writing to an earlier disposition. Contractor shall provide any requested records to County within two (2) business days of request.
- 13.6 Custody of Records. County, at its option, may take custody of Contractor's client records upon Agreement, termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.7 Audit Requirement.
- (a) Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual audit of its operations. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit

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requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

(b) Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.

- 13.8 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.9 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS

- 14.1 Recitals. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, *as applicable*:
- 14.1.1. Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"
- 14.1.2. County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website at: www.cosdcompliance.org, including:
- 14.1.1.1 For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;
- 14.1.1.2 For Mental Health contracts, the Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services (DHCS) and the County;
- 14.1.1.3 For Substance Use Disorder contracts, the San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;
- 14.1.1.4 For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;
- 14.1.1.5 For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and
- 14.1.1.6 For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health.
- 14.1.3. Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
- 14.2 Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
- 14.2.1. "Breach" of Protected Health Information (PHI) shall have the same meaning given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
- 14.2.2. "Business Associate," when applicable, shall mean the Contractor.
- 14.2.3. "County PHI" shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
- 14.2.4. "County PI/PII" shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.

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- 14.2.5. "Covered Entity," when applicable, shall mean the County.
- 14.2.6. "Security incident" shall have the same meaning as defined by the State Agreements.

14.3 Responsibilities of Contractor.

- 14.3.1. Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
- 14.3.2. Safeguards. Contractor shall ensure sufficient administrative, physical, and technical controls are in place to prevent use or disclosure of County PHI/PI/PII
- 14.3.3. Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
- 14.3.4. Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
- 14.3.5. Cooperation with County.
- 14.3.5.1. Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
- 14.3.5.2. Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
- 14.3.6. Breach Reporting. Contractor shall report breaches and suspected security incidents to County, to include:
- 14.3.6.1. Initial Report.
- 14.3.1.1.1 Contractor shall email County Contracting Officer's Representative (COR) and HHS Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.
- 14.3.1.1.2 Contractor shall email COR and HHS Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
- 14.3.1.1.3 Contractor shall additionally submit an online County "Privacy Incident Report" through the online portal at www.cosdcompliance.org within one (1) business day for all breaches and suspected security incidents.
- 14.3.6.2. Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" online form.
- 14.3.6.3. Notification. Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7. Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8. Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.

ARTICLE 15
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed

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as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16
GENERAL PROVISIONS

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence for each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.

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- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Unless prohibited by applicable State or federal law, Contractor shall notify County within one business day of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor orally or in writing, regarding the operation of Contractor's program or facility under this Agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant or volunteer in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. At a minimum, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website, and are required for any individuals identified above who will be providing services under this Agreement or who will be assigned to sensitive positions funded by this Agreement. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section

- 16.21.1 Contractor shall utilize a subsequent arrest notification service during the term of this Agreement for any individual required to undergo the Criminal Background Check process described in 16.21.
- 16.21.2 Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.4 "Maintenance of Records."
- 16.21.3 Definitions
- A. Activities of Daily Living: The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
 - B. Minor: Individuals under the age of eighteen (18) years old.

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- C. Sensitive Position: A job with responsibilities that can be criminally abused at great harm to the Agreement or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.
- D. Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.
- E. Volunteer: A person who performs a service willingly and without pay.

16.22 Health Insurance. Contractors providing direct services to the public shall ask if the client and any minor(s) for whom they are responsible have health insurance coverage. If the response is “no” for client or minor(s) the Contractor shall refer the client to Covered California at <https://www.coveredca.com/> or to 1-800-300-1506.

16.23 Survival. The following sections or articles of this Agreement shall survive the expiration or earlier termination of this Agreement: Sections 8.1, 8.13, 8.14, 8.15, 8.21, 10.1, 11.1, 11.2, and 11.4, and Articles 7 and 13.

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FOR MOBILE CRISIS RESPONSE TEAM (MCRT) PILOT IN THE NORTH COASTAL REGION

SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin the Date of Signature by County of San Diego, Department of Purchasing and Contracting and end on October 31, 2021 for an Agreement period of one (1) year ("Initial Term").

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for four (4) increments of one (1) year each for a total of four (4) years beyond the expiration of the Initial Term, not to exceed October 31, 2025, pursuant to Exhibit C Payment Schedule or other applicable pricing provisions of this Agreement. Unless County notifies Contractor in writing not less than thirty (30) days prior to the expiration date that the County does not intend to extend the Agreement, the Agreement will be automatically extended for the next option period.

Options to Extend For One To Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months ("Incremental Options"). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

COMPENSATION: Pursuant to Exhibit C or other applicable pricing provisions of this Agreement, County agrees to pay Contractor a sum not to exceed Eight Hundred Ninety Eight Thousand Eight Hundred Nineteen Dollars and Thirty Cents (\$898,819.30) for the initial term of this Agreement, a sum not to exceed Nine Hundred Twenty Two Thousand Four Hundred Twenty One Dollars and Sixty Eight Cents (\$922,421.68) for Option Year 1, a sum not to exceed Nine Hundred Forty Six Thousand Seven Hundred Thirty Two Dollars and Thirteen Cents (\$942,732.13) for Option Year 2, a sum not to exceed Nine Hundred Seventy One Thousand Seven Hundred Seventy One Dollars and Ninety Cents (\$971,771.90) for Option Year 3, and a sum not to exceed Nine Hundred Ninety Seven Thousand Five Hundred Sixty Two Dollars and Eighty Six Cents (\$997,562.86) for Option Year 4 for a maximum Agreement amount of Four Million Seven Hundred Thirty Seven Thousand Three Hundred Seven Dollars and Eighty Seven Cents (\$4,737,307.87), in accordance with the method of payment stipulated in Article 4.

COR. The County has designated the following individual as the Contracting Officer's Representative ("COR")

Alisha Eftekhari, Behavioral Health Program Coordinator
9444 Balboa Ave., Suite 200
San Diego, CA 92123
Phone: 858-514-3229; Email: Alisha.Eftekhari@sdcounty.ca.gov

CONTRACTOR'S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor's Representative.

Luana Murphy, President & CEO
9808 Venice Blvd. Suite 700
Culver City, CA 90232
Phone: 310-945-3350; Email: LMurphy@exodusrecovery.com

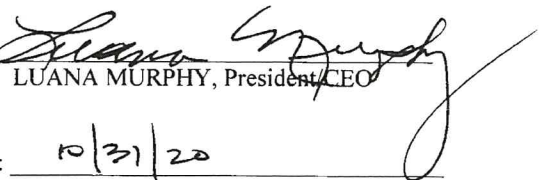
IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date of the last signature below.

COUNTY OF SAN DIEGO

By: 
For: JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

Date: 11/3/2020

EXODUS RECOVERY, INC.

By: 
LUANA MURPHY, President/CEO

Date: 10/31/20

COUNTY CONTRACT NUMBER 563618
AGREEMENT WITH EXODUS RECOVERY INC.
FOR MOBILE CRISIS RESPONSE TEAM (MCRT) PILOT IN THE NORTH COASTAL REGION
EXHIBIT A – STATEMENT OF WORK

1. **SCOPE OF WORK**

Contractor shall operate a Mobile Crisis Response Team (MCRT) pilot program, consisting of two (2) Clinician and Peer teams, in the North Coastal Region. The MCRTs shall be available seven (7) days per week and shall collaborate and work closely with the Crisis Stabilization Units and the Walk-In Assessment Centers in the North Coastal and North Inland Regions. The MCRT can be accessed by the community via the Access and Crisis Line. MCRTs provide clinician only crisis intervention, triage for level of care need, linkage to appropriate Behavioral Health Services and if clinically indicated provide transportation to Crisis Stabilization Unit (CSU) or Walk-in Assessment Center (WIAC) for further assessment and medication assessment to stabilize the client.

2. **BACKGROUND**

The Adult & Older Adult Behavioral Health Services System of Care is based on Biopsychosocial and Rehabilitation (BPSR) principles that have proven to be effective in reducing psychiatric hospitalization and assisting mental health participants to become more productive community members. For more information, visit the link located at: <https://www.psychrehabassociation.org/about/core-principles-and-values>.

2.1. California voters approved Proposition 63, Mental Health Services Act (MHSA), in 2004. The MHSA increased funding for the community mental health system and laid the groundwork for the transformation of the mental health service delivery system from a “fail first” system, to one that promotes early intervention and recovery. All MHSA programs are wellness-focused, client/family-driven, and designed to create integrated service experiences while demonstrating cultural competency and community collaboration. The goal is to increase access to unserved and underserved individuals and families by reducing disparities in the service system. The MHSA is comprised of five components of services and/or program supports for which the funding established may be spent: Community Services and Supports (CSS), Workforce Education and Training (WET), Capital Facilities and Technological Needs (CF/TN), Prevention and Early Intervention (PEI), and Innovation (INN) Programs.

2.2. Live Well San Diego Vision: The County of San Diego Health and Human Service Agency agreements support *Live Well San Diego*. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners to this agreement, to the extent feasible, are expected to advance this vision, which was implemented in a phased approach. The first phase, *Building Better Health*, was adopted by the Board of Supervisors in 2010, and focuses on improving the health of residents and supporting healthy choices. The second phase, *Living Safely*, seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. The third and final phase, *Thriving*, was adopted in 2014 and focuses on promoting a region in which residents can enjoy the highest quality of life.

Information about the initiative can be found on the County’s website and a website designated to the initiative:

http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html and <http://www.LiveWellSD.org>

LWSD outcomes for this Statement of Work may be found in the paragraphs 3.1 and 3.2.

2.3. **A Trauma-Informed System:** The County of San Diego Health and Human Services Agency (HHSA) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency.

Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals;
- Promoting safety;
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness;
- Supporting consumer empowerment, control, choice, and independence;
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures);
- Demonstrating trustworthiness and transparency;
- Integrating services along the continuum of care;
- Believing that establishing safe, authentic, and positive relationships can be healing;
- Understanding that wellness is possible for everyone.

Requirements, deliverables, and measurable outcomes in Exhibit A: Statement of Work that support a Trauma-Informed System may be found in the following sections: 3.1 through 3.3, and 6.3.

COUNTY CONTRACT NUMBER 563618
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EXHIBIT A – STATEMENT OF WORK

3. **GOALS & OUTCOMES**

- 3.1. The goal of the MCRTs is to respond to urgent/emergency (non-911) calls and provide crisis intervention for individuals in a behavioral health crisis, and to connect them to the most appropriate level of care.
- 3.2. Outcome Measures
 - 3.2.1. At a minimum, 80% of MCRT interventions shall result in successful diversion from higher levels of care as measured by data collected for each MCRT intervention.
 - 3.2.1.1. Transport to CSU, WIAC, or Crisis Residential shall be considered a diversion from higher level of care.
 - 3.2.2. 80% of calls dispatched to MCRT shall result in response time of less than one (1) hour. Exceptions shall be tracked and reported.
 - 3.2.3. For 100% of all calls, MCRT clinicians shall document the immediate outcome of the MCRT intervention including the client's disposition, demographic information, referral contact information, and other data determined by Contracting Officer's Representative (COR).
- 3.3. Enhanced Care Coordination
 - 3.3.1. 100% of all participants shall be screened to determine the need for referral to a primary care physician and when appropriate, an appointment for services facilitated.
 - 3.3.1.1. This does not apply to clients transported to CSU, WIAC, or a higher level of care.
 - 3.3.2. Contractor shall make best efforts to ensure 75% of clients enrolled or eligible for services in SDCBHS system of care, shall be linked to the appropriate level of outpatient services with a face-to-face intake completed within seven (7) days of MCRT referral.
 - 3.3.2.1. Contractor shall track all exceptions to this timeline.
 - 3.3.2.2. 100% of clients shall receive a phone call from contractor's staff within seven (7) business days after MCRT referral to ensure client was linked to outpatient services. This shall be tracked in a management information system to be determined by COR.
 - 3.3.2.3. If client is determined as needing urgent services, as defined in Title 9 and in the Organizational Provider Operations Handbook, the client shall be seen within 48 hours.
 - 3.3.2.3.1. Contractor shall track any exceptions to this timeline.
 - 3.3.3. Contractor's staff shall work with clients up to 30 days to address barriers to accessing services; extensions may be granted with COR approval. Contractor shall track and report efforts and activities.

4. **TARGET POPULATION**

The MCRT program shall provide services to individuals experiencing a behavioral health crisis in the community. These services will be provided to adults, including Transitional Age Youth (TAY) and older adult populations in the community.

5. **GEOGRAPHIC AREA AND HOURS OF OPERATION**

The MCRT program will operate and provide services in the North Coastal Region as defined here: https://www.sandiegocounty.gov/content/dam/sdc/live_well_san_diego/indicators/Map_and_Regional_Data.pdf.

- 5.1. Address: 524 W. Vista Way, Vista, CA 92083. Services may be co-located with existing providers.
- 5.2. Operating Hours and Teams' Schedule: Teams shall be scheduled between 8:00 AM and 6:30 PM, 7 days per week. Schedule shall be approved by COR.

6. **SPECIFIC REQUIREMENTS FOR SERVICE DELIVERY**

- 6.1. Contractor shall provide mobile crisis interventions to individuals who are experiencing a behavioral health crisis.
- 6.2. At the end of the initial term, the contractor shall evaluate and establish a baseline utilization rate of MCRT field services. Baseline shall be approved by the COR.
- 6.3. Referrals. Contractor shall receive referrals through the Access and Crisis Line (ACL) and other referral entry points determined by COR.
- 6.4. Recovery Focus
 - 6.4.1. Contractor shall support a culture of "recovery" which focuses on personal responsibility for a client's illness management and independence, and fosters client empowerment, hope, and an expectation of recovery from mental illness.
 - 6.4.2. Contractor should be designed to enhance client motivation to actively participate in treatment, provide clients with intensive assistance in accessing community resources, and help clients develop strategies to maintain independent living in the community and improve their overall quality of life.
 - 6.4.3. Contractor shall provide crisis intervention and management services designed to enable the client to cope with the crisis at hand while maintaining his/her functioning status within the community and prevent further decompensation or hospitalization. This may include assessment for involuntary hospitalization.

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- 6.5. Contractor shall operate two (2) Mobile Crisis Response Teams in collaboration with the County's Mental Health Plan. The MCRT contracted staff shall collaborate with CSU(s) or other programs in the North Coastal regions as determined by COR.
- 6.6. Contractor shall provide care coordination as appropriate, for up to 30 days to facilitate connection and access to needed behavioral health services to include mental health and substance use services. The MCRT team shall provide follow-up care coordination as appropriate, based on client's need, to ensure client is connected to needed services. Follow-up services beyond 30 days must be approved by the COR.
- 6.7. Contractor's program and services shall be trauma-informed and accommodate the vulnerabilities of trauma survivors and allow services to be delivered in a way that will avoid inadvertently re-traumatizing people and will facilitate consumer participation in services.
- 6.8. Contractor shall demonstrate interagency linkages and coordination of services, including but not limited to: regional Behavioral Health Services, social service agencies, PERT, law enforcement, self-help groups, Alcoholics Anonymous (AA), Narcotics Anonymous (NA) Over-Eaters Anonymous (OA), Alateen and Co-Dependents Anonymous (CODA). Community-based self-help groups shall be subject to COR review and approval.
- 6.9. Contractor shall perform linkage and referrals to community-based organizations including, but not limited to, Crisis Stabilization Unit, primary care clinics and complementary healing centers, faith-based services, ethnic organizations, FFS mental health services, Crisis Residential Treatment programs, Behavioral Health Services and peer-directed programs such as Clubhouses.
 - 6.9.1. Contractor shall provide referral and linkage to a "medical home" or primary care for those who lack this.
- 6.10. Contractor shall develop partnerships and collaborations with local law enforcement and Behavioral Health providers in the North region to ensure regional coordination of services on behalf of clients.
- 6.11. Contractor shall attend required meetings as directed by COR.
 - 6.11.1. Contractor staff shall participate in law enforcement line up briefings on a monthly or more frequent basis as needed.
 - 6.11.2. Contractor staff shall attend the PERT Roundtables in the North Region.
- 6.12. Contractor shall provide community education about the MCRT services to include regional behavioral health providers, law enforcement, community-based organizations, psychiatric hospitals, public service clubs and social service agencies.
 - 6.12.1. Contractor shall provide education in the community at minimum six (6) times per year and shall report each on the program status report.
- 6.13. Contractor shall maintain an up-to-date listing of community resources, readily available to all staff, adequate to meet the needs of target population.
- 6.14. Peers who are integrated in the MCRTs shall provide services to include peer support services, brief case management, information and education about behavioral health, and community resources, linkages to access outpatient behavioral health care services, and other support services and resources as desired by the participant.
- 6.15. Contractor shall lease two vehicles that shall be used to transport clients. Safety and security for clients shall be taken into consideration. Vehicles shall be approved by COR and registered with the Contractor. Contractor shall maintain appropriate insurance on vehicles, follow maintenance schedule as required by the automobile manufacturer and include the leased vehicles on the Contractor's Inventory Report.
- 6.16. Flex Funds. A flexible fund for incidental client expenses such as bus passes, bus tokens, clothing, medications, etc. This fund can be used for short term housing (shelter). This fund shall be used when no other funding is available. Contractor shall have policies and procedures established for the use and monitoring of flex funds.

7. **STAFFING AND TRAINING**

- 7.1. Each MCR Team shall consist of one licensed clinician, one case manager and one peer staff.
- 7.2. Program Manager. The MCRT Program Manager shall be a mental health professional with experience in managing behavioral health services, and shall provide leadership, oversight and coordination of day-to-day activities and tracking and reporting required outcomes to County. Clinical licensure is required unless otherwise approved by COR.
- 7.3. Contractor shall have 2.0 FTE Master's level case managers who shall assist and support MCRTs and ensure that clients are connected to needed services, such as mental health services, physical health, substance use services, legal services, housing, etc.
- 7.4. Contractor shall hire a minimum of 2.0 FTE individuals who have personal lived experience of a mental illness and recovery; or an individual who has personal lived experience with a family member with mental illness; to promote engagement and provision of peer and family support services, or otherwise approved and indicated by COR.
- 7.5. Clinicians providing direct service in the field shall be licensed/registered practitioners in the State of California and shall be certified to perform Welfare & Institutions Code 5150 holds in the field.
- 7.6. Contractor shall subcontract services to provide medical transportation, as necessary.
- 7.7. Contractor shall provide a recruitment and retention plan for COR review and approval.
 - 7.7.1. When there is a vacancy, Contractor shall provide regular updates on recruitment and retention efforts via status report or other measure determined by COR.

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- 7.8. Contractor shall comply with the staff licensing requirements of the California Welfare and Institutions Code Title 9, Chapter 11, Medi-Cal Specialty Mental Health Services, as referenced in the OPOH.
- 7.9. Contractor shall maintain documentation of staff qualifications on file at program site or other site as approved by COR. Contractor shall adhere to staff qualification standards as described in the OPOH and shall obtain approval from COR for any exceptions.
- 7.10. Contractor shall adhere to all County required training requirements.
- 7.11. Within 30 days of contract execution, Contractor shall provide a training plan to assure that 100% of staff interacting with clients of the MCRT are trained in de-escalation techniques; mandated reporting; privacy requirements and any other training determined by COR.
- 7.12. Contractor shall recruit, train, and provide on-going training for clinical staff.
- 7.13. Staff who supervise peers shall complete provider training as directed by the County's COR.
- 7.14. 100% of staff shall participate in at least four (4) hours of cultural competence training per fiscal year.

8. **GENERAL REQUIREMENTS FOR SERVICE DELIVERY**

This section describes the general Adult/Older Adult System of Care service delivery standards. Contractor shall comply with all relevant and applicable requirements in this section; exceptions shall be determined and approved in writing by COR.

- 8.1. Contractor shall develop internal written policies, procedures and protocols for all mental health client services.
- 8.2. Contractor shall comply with all applicable provisions of the Organizational Provider Financial Eligibility and Billing Procedures Manual located in the OPOH.
- 8.3. The Organizational Provider Operations Handbook (OPOH) is located on the Optum site at the following link: <https://www.optumsandiego.com/content/sandiego/en/county-staff---providers/orgpublicdocs.html>. A link to the OPOH can also be found in the Technical Resource Library (TRL) located at: https://www.sandiegocounty.gov/hhsa/programs/bhs/technical_resource_library.html
- 8.4. Contractor shall comply with all applicable provisions of the Adult & Older Adult Mental Health Documentation and Uniform Clinical Records Manual (UCRM) for mental health services, located in the OPOH, which will be updated periodically.
- 8.5. Contractor shall adhere to funding source regulations and outcomes, including, but not limited to MHSA, PATH, and SAMHSA. COR shall identify applicable funding source regulations and outcomes at commencement of contract and whenever funding source regulations and outcomes change.
- 8.6. **Communication and Coordination**
 - 8.6.1. Contractor shall obtain, provide, utilize, and maintain capacity to communicate in a timely fashion with the COR via all the following: electronic mail (e-mail), fax, telephone and voice mail. Contractor's staff shall return messages within 24 hours.
 - 8.6.2. Contractor shall participate in scheduled provider meetings to further the development of an integrated system of care.
- 8.7. **Program Management**
 - 8.7.1. Contractor shall provide Program Management, which includes business and administrative planning, organizing, directing, coordinating, and approving actions designed to accomplish overall program objectives.
 - 8.7.2. Contractor shall identify lead Program Manager to provide administrative and clinical leadership, be responsible for the day-to-day operations of the Contractor's program, and be accessible to Adult & Older Adult Behavioral Health Services (BHS) by telephone and by e-mail during Contractor's regular office hours.
 - 8.7.3. Contractor shall provide COR an organizational chart identifying key personnel and reporting relationships when contract is executed, and within 72 hours of any changes to organizational structure.
 - 8.7.4. Contractor shall notify COR prior to personnel change in Program Manager Position (or its equivalent).
 - 8.7.4.1. A written plan for program coverage and personnel transition shall be submitted to Adult & Older Adult BHS at least 72 hours prior to any personnel change in Program Manager Position.
 - 8.7.4.2. Resume of candidate for replacement shall be submitted to COR for Adult & Older Adult BHS review and comment at least 72 hours prior to hiring.
- 8.8. **Client Rights**. Contractor shall comply with Federal, State and County requirements regarding client rights, including grievances and appeals, as described in the OPOH.
- 8.9. **Cultural Competence**. Contractor shall comply with A/OABHS' cultural competency requirements as referenced in the Organizational Provider Operations Handbook, and shall demonstrate integration of cultural competence standards described in the San Diego County Behavioral Health Services Cultural Competence Plan in the TRL at the following link: https://www.sandiegocounty.gov/hhsa/programs/bhs/technical_resource_library.html#4).
 - 8.9.1. Contractor shall provide a Human Resource Plan that includes how Contractor shall recruit, hire and retain bilingual and culturally diverse staff.
 - 8.9.2. Contractor shall provide a program-specific Cultural Competence Plan that is consistent with the most current SDCBHS Cultural Competence Plan.
 - 8.9.3. Contractor shall identify a process to determine bilingual proficiency of staff at a minimum in the threshold

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EXHIBIT A – STATEMENT OF WORK

languages for the County.

- 8.9.4. Contractor shall use County approved cultural competence tools to assess cultural competence of providers and staff. Current cultural competence tools are located in the OPOH.
- 8.10. Compliance Program. At all times during the term of this contract, Contractor shall maintain a compliance program in accordance with the OPOH.
- 8.11. Quality Improvement. Contractor shall comply with A/OABHS Quality Improvement Program provisions, as described in the OPOH, that may include, but are not limited to: Client Outcomes; MHSA Outcomes; Serious Incident Reporting; and Periodic Status Report.
- 8.12. Utilization Management. Contractor shall have utilization management processes in place to internally monitor documentation and billing standards on a routine basis.
- 8.13. Program Status Report. Contractor shall be responsible for data collection as requested by the County to include:
- 8.13.1. Format, frequency and content of the Program Status Report shall be as directed by A/OABHS and shall include such information as contract activities, unusual events, interaction with other agencies, issues and problems, staff changes, staff training, upcoming plans, outcome objectives, and satisfaction surveys.
- 8.13.2. Compliance shall be measured by accurate completion of all sections of each report and by timely submission.
- 8.13.3. Use of instruments determining outcome objectives as directed by the County.
- 8.13.4. Monthly or quarterly reporting as requested by the COR of results for outcome objectives.
- 8.13.5. Additional outcomes may be identified by the Department of Health Care Services (DHCS) and will be included as required. Program shall utilize designated database to record and track outcomes.
- 8.13.6. Ad hoc reporting as requested.
- 8.14. Contractor shall enter data within 48 hours of occurrence in the County designated Management Information (MIS) system.
- 8.15. Disaster Response. In the event that a local, state, or federal emergency is proclaimed within San Diego County, Contractor shall respond in accordance with the OPOH.
- 8.16. Data Requirements. Contractor shall comply with applicable OPOH, provisions including, but not limited to: Data Collection; Accuracy of Data; Financial Eligibility and Billing Procedures; and Additional Outcome Measures.
- 8.17. Contractor shall ensure that staff input data into the client record or database, as directed by COR.
- 8.18. Criminal Background Clearance. Contractor shall comply with all applicable provisions of Article 16 section 21 of the Contract Template Agreement.
- 8.19. Serious Incidents. Contractor shall comply with Serious Incident and Unusual Occurrences reporting requirements as described in the OPOH.
- 8.20. Traffic Violations. Contractor shall not allow transporting of participants by any person convicted of any serious traffic violation, including, but not limited to, violations listed below:
- 8.20.1. Any combination of Driving Under the Influence or Failure to Appear which totals more than two in the past five years;
- 8.20.2. At fault Hit and Run accident in the past five years;
- 8.20.3. At fault accidents which total more than three in the past five years;
- 8.20.4. Reckless Driving offenses, which total more than two in the past five years.
- 8.20.5. Contractor and its agents and employees are subject to and shall comply with the Child Abuse Reporting Law (California Penal Code section 11164) and Adult Abuse Reporting Law (California Welfare and Institutions Code section 15630).

Exhibit A-1 – Offeror’s Proposal

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SAN DIEGO COUNTY RFP No. 10417 – Mobile Crisis Response Team (Pilot)

PROGRAM/TECHNICAL EXHIBIT - SUBMITTAL REQUIREMENTS

1. PROGRAM APPROACH

1.1 Provide a statement that Offeror has read, understands and accepts the Exhibit A – Statement of Work (SOW).

Exodus Recovery, Inc., has read, understands and accepts the Exhibit A – Statement of Work (SOW). As instructed in the RFP Q&A, Exodus is responding to SOW Sections 3, 5 and 6.

1.2 Team schedule; Geographic Area, Hours of Operation

SOW 5. Geographic Area and Hours of Operation

The Mobile Crisis Response Team (MCRT) program will operate and provide services in the San Diego North Coastal Region including the areas of Carlsbad, Oceanside, Pendleton, San Dieguito, and Vista.

5.1 Address:

The MCRT will be co-located with the North Coastal Walk-In Assessment Center (WIAC) in Vista California which is conveniently located in the North Coastal region to be served.

Address of the North Coastal Walk-In Assessment Center:

524 W. Vista Way
Vista, CA 92083

5.2 Operating Hours and Teams' Schedule:

Exodus proposes to operate two Mobile Crisis Response Teams working a total of 80 hours and covering seven days per week. Proposed schedule is below and will be approved by the program COR. Schedules may be adapted based on staff availability or clear community need and any proposed changes will be presented to COR. Additionally, overall schedule will be reviewed after the initial term baseline data is analyzed.

Detailed Rational for Schedule Design: According to the San Diego County Access and Crisis Line (ACL) Data, 64% of all crisis calls are logged between 8:00 AM – 4:00 PM. The highest percentage of calls is between 8:00 AM – 12:00 PM (35.7%) and the second highest between 12:00 PM - 4:00 PM. The current Psychiatric Emergency Response Team (PERT) schedule shows that Oceanside and Vista have no coverage before 12:00 PM. Based on this information, Exodus proposes to have the Teams scheduled during the highest periods of ACL calls and to expand the region's mental health crisis response coverage. Having these Teams scheduled between 8:00 AM – 6:30 PM, 7 days per week, they will also have greater access to coordinate with ongoing treatment providers who are open during those same hours. Further, MCRT will be able to better utilize the operating hours of the WIAC. The single day of overlap will allow for both teams to attend the North County PERT Round Table, provide coverage and a designated time for administrative duties, data entry, and program meetings.

Table: Proposed program schedule. Each Team will include a Licensed Clinician, Case Manager, and Community Health Worker (Peer).

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Program Director		8a-5p	8a-5p	8a-5p	8a-5p	8a-5p	
Program Support		8a-4:30p	8a-4:30p	8a-4:30p	8a-4:30p	8a-4:30p	
Team A	8a-6:30p	8a-6:30p	8a-6:30p	8a-6:30p			
Team B				8a-6:30p	8a-6:30p	8a-6:30p	8a-6:30p

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1.3. Section 6, Specific Requirements and Section 3, Outcomes

SOW 6. Specific Requirements for Service Delivery

6.1 Mobile crisis interventions to individuals who are experiencing a behavioral health crisis.

The Exodus MCRT program will be designed to address some of the gaps in the System of Care (SOC) by offering mobile crisis intervention services with non-law enforcement teams who will be accessible to any adult individual in the service area who may be experiencing a behavioral health crisis. MCRT will be able to respond to an urgent/emergent (non-911) crisis before it escalates to an acuity level necessitating PERT or law enforcement. Exodus has experienced, first-hand, the advantage of non-law enforcement, initial contact with complex and vulnerable populations through our North County Whole Person Wellness (WPW) program. This highly successful program has found that performing street outreach has been more successful without law enforcement presence.

6.2 Evaluate and establish a baseline utilization rate.

As a pilot program, the MCRT program will collect data throughout the initial term in order to provide a baseline utilization rate of the MCRT field services. Initial data will help the program understand the effectiveness of the MCRTs and discover any gaps or areas where improvements may be needed. Data may include but is not limited to: basic demographics, utilization, number served, call types, response times, level of urgency/acuity, status and disposition of linkage/referrals, individual utilization, transportation provided, percentage of individuals stabilized that remain in the community. This data will be synthesized and provided to the COR in report format and for approval to use as the programs initial baseline of the pilot program. Additionally, data will be collected to determine percentage of homeless individuals and percentage of those who may benefit from short term housing funds.

6.3 Referrals. Access and Crisis Line (ACL) and other entry points determined by COR.

MCRT will receive referrals through the Access and Crisis Line (ACL) and expand referral sources as approved by COR and in response to community needs. All protocols for referrals will be determined in collaboration with the ACL. ACL screens for urgency, level of care, type of treatment or services, geographic location, cultural issues, and client requests. MCRT will work with the Optum ACL to identify appropriate mechanisms and processes for communication of referrals. For instance, ACL may contact the MCRT referral line during business hours and they will be directly linked to the closest MCRT telephonically allowing for a warm handoff. In line with our Trauma-Informed System, warm handoff referrals will include information which will allow the MCRTs to use a Trauma Informed approach for engaging individuals in the community.

If the MCRT is currently unavailable due to responding to another call, the ACL will determine if the referral will stand. If so, the Program Assistant or Program Director will collect the referral information, assign an MCRT and provide an estimated time of arrival to the referring party. Exodus will work with ACL and county COR to develop a process for providing referral information after hours if the ACL determines that the situation can safely wait for MCRT operating hours. ACL will continue to use their current interventions when MCRTs are not operating.

6.4 Recovery Focus

6.4.1 Culture of “recovery”

The Exodus **Recovery** mission emphasizes that we exist to support the programmatic goals and integrative model of Exodus Recovery, Inc. through the stated mission of “bringing the tools for the best possible quality of life to our clients.” Exodus promotes wellness and recovery in all aspects of our programs from our strength-based approach to engagement, assessment and care plans. We actively engage, support and empower clients to increase self-determination, self-resiliency and personal responsibility. Our programs use evidence-based practices and models which brings self-sufficiency and recovery to all participants and promotes services maximizing our clients’ dignity and self-determination. MCRT will approach crisis encounters using a recovery-oriented approach.

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Exodus is proud to hire peers with lived experience ranging from Peer Support Specialists to clinicians with lived experience. We know that recovery is a universal language and that mental illness does not discriminate. Having individuals with lived experience as part of our team has a positive impact on attitudes and beliefs and can instantly diminish stigma. Peer Support Specialists provide living models of resilience and promote hope that recovery is possible and attainable. Their presence on the MCRT teams will support the creation of an atmosphere focused on mutuality rather than pathology or imposed management.

6.4.2 Client Active Participation

Exodus empowers clients to take an active role in their treatment plans and goals, utilizing their identified strengths to propel treatment interventions and successes. To increase self-sufficiency and independent utilization of community resources and opportunities, Teams will explore the needs and desires for recovery and living a satisfying life with individuals encountered. To support the client's goals and well-being, staff will provide education and information regarding available services and teach strategies and skills to help clients navigate the system of care and benefit acquisition. Teams will enhance a client's ability to live independently in the community by introducing them to self-help groups/ meetings (e.g., NAMI, RI International, 12 step programs), advocacy organizations (e.g., Legal Aid Society, Centers for Consumer Education and Advocacy), and benefits and other support services (e.g., Social Security Administration, payee services, employment services).

An additional strategy to promote living independently in the community is decreasing the likelihood that the client will be dependent on others for their linkages. This can be accomplished by educating clients about how to navigate the system of care, coaching, teaching self-advocacy and the creation of natural supports, encouraging and supporting perseverance, planning for ambivalence, and when appropriate, peer mentoring. The degree of support in making these linkages will increase or decrease based on the client's status at the time of encounter, level of impairments, and client choice. The MCRT Program will be designed using Evidence Based Practices such as Motivational Interviewing (MI) which will enhance client motivation and reinforces personal responsibility. The spirit of MI includes using a collaborative approach, eliciting the client's knowledge and perceptions of their own situation, drawing out strengths, resources, and reasons for change, while respecting the client's autonomy by affirming their right and capacity to choose, even if it is suboptimal. Using MI will help the client discover their own solutions and to reinforce self-efficacy thus encouraging the client's active participation in planning and treatment.

At times, clients may benefit from more intensive assistance in accessing community resources. MCRTs will be engaging and collaborative, using their understanding of the client, current needs, preferences, and the system of care when making referral recommendations. Regardless of the level of assistance needed, clients will always be active members of their recovery and referral plans.

When Teams are able to provide all services needed in the field to avoid the need to transport clients to urgent care programs, written plans will be developed and shared with the client. My Safety Plan or a relapse prevention plans for behavioral health crisis will be developed incorporating examples of signs and symptoms and possible interventions the client and/or their support persons can utilize to help prevent a future crisis. If the client does not have a Behavioral Health Emergency Response Plan (ERP), Team members will explain the plan to the client and family/supports who may be present and will offer to assist the client with completing the plan for future use. This plan can be used to assist first responders, as well, during a crisis situation. This plan provides valuable information such as diagnosis, medications, current treatment providers, emergency contact, preferred hospital, preferred crisis house, insurance information, and special instructions.

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6.4.3 Client Coping Skills

The ultimate goal for MCRT services will be to help resolve the crisis, return the client to previous or higher levels of functioning/stabilization, and reduce the chances of recurrence. Services will meet the client on their terms and work to understand the issues in their proper context.

First steps will include assessing the environment and individuals present looking at potential triggers/contributors for escalation and safety for all those present. Teams will introduce themselves and the purpose of the presence and provide reassurance which will assist with developing initial rapport. Clients will be asked if they have an Emergency Response Plan that they may want to share with the Teams. If others are present at the encounter, when culturally appropriate, teams may divide to collect information separately from the client and others. Teams will assess strengths and assets in equal proportion to symptom or problem identification. Teams will help the client to focus on their strengths and how these and other coping mechanisms were used successfully in the past. This will help to emphasize self-efficacy and strengths toward building resiliency and capability for self-management of their current situation and in the future.

The approach to community-based crisis intervention focuses on enabling the client to cope with the crisis at hand safely. This may include teaching and modeling de-escalation strategies such as breathing exercises, progressive muscle relaxation, or dialectical behavior therapy skills such as mindfulness, emotion regulation, or distress tolerance. Culturally competent teams will adapt interventions and approaches in order to provide the best possible person-centered and culturally inclusive care. The team will ensure that clients are able to maintain functioning within the community by providing timely follow-up. Exodus' experience and understanding of client's experiences, knowledge of the process of crisis cycles, and concern for their well-being is why timely, critical follow-up will occur to prevent further decompensation or need for elevated levels of care.

This approach may not be an option if a client is currently at high risk of danger to self or others or presents as gravely disabled. In these situations, the MCRT will be mandated to make decisions to ensure the safety of the client. This may include involuntary detainment and transport to an LPS-designated facility for further psychiatric evaluation and treatment is necessary (i.e., 5150). If it is believed that the client meets "5150 criteria" and may need to be placed on a hold, it will be the responsibility of the Clinical LPS-designated staff member (licensed/license-waivered /registered staff certified to perform Welfare & Institutions Code 5150 holds in the field via the County of San Diego Behavioral Health Services Clinical Directors Office) to interview / intervene in the field for determination. Understanding that involuntary transport or hospitalization can be traumatizing, teams will utilize recovery focused interventions, motivational interviewing, exploring all options with the client and encouraging self-determination to voluntarily seek services or to accept voluntary transport by the teams to Crisis Stabilization Units. Crisis Stabilization Unit(s) CSU are LPS designated facilities equipped to assess and care for these individuals for up to 24 hours with the goal of stabilization and discharge to a lower level of care.

Exodus vehicles will be outfitted to safely transport both voluntary and involuntary individuals to their destination. Safety measures will factor in not only psychiatric issues but also health and safety (e.g., COVID-19 physical distancing). Teams will transport only when it is safe to do so for all involved. When there are concerns of health and safety (e.g., physiological signs/symptoms which may be related to a medical condition) or is combative or client will not agree to transport, teams will consider ambulance, PERT and as a last resort police involvement. When appropriate, teams will follow the client's transport to their designated location in order to provide a warm handoff and offer support for the client during intake. To ease in this transition, teams will also call ahead for wait times, check on bed availability, or provide information to intake personnel.

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6.5 Operate two (2) Mobile Crisis Response Teams

MCRT will operate as a part of the greater behavioral health system of care expanding the crisis response services available to the North Coastal community by offering two Mobile Crisis Response Teams.

MCRT will develop strong collaborative relationships with each level of care in particular with the Crisis Stabilization Unit(s) (CSU) and Walk-In Assessment Centers (WIAC) in the North County region. Exodus familiarity with screening, admission criteria and relationships with intake coordinators /staff will ensure a smooth intake. Exodus has operated the two WIACs in the North County region since their inception in 2008. During this time, over 25,000 unduplicated clients have been successfully seen for services. Since 2015, over 98% of clients have avoided PERT intervention or transfer to an emergency department or psychiatric hospitals. If awarded this contract, the MCRT will be co-located with the WIAC in Vista which will ensure a very close collaborative relationship between programs. When MCRT's bring clients to the WIAC, they will be available to the WIAC team for coordination and support. Exodus is currently in process with the County of San Diego to open a Crisis Stabilization Unit (CSU) in Vista. When opened, the CSU and MCRT will be co-located creating one synergistic crisis intervention/response unit which can seamlessly respond in the community to crisis calls, transport of clients (voluntary and involuntary) to either the WIAC or CSU based on acuity and level of need and to provide intensive follow up services to ensure maintenance of stabilization and linkage to ongoing providers. Exodus is confident that our vast experience in developing and operating evidence-based, trauma-informed and culturally sensitive urgent care services throughout the state will be realized through the North Coastal region MCRT program. The result will be a decrease in individuals experiencing a behavioral health crisis and the receipt of unnecessary services through emergency rooms or inpatient hospitalization or having contact with law enforcement.

Until the Vista CSU is opened, Exodus will rely on its current collaborative relationship with Palomar Hospital which currently operates the North Inland CSU. While both WIACs have a strong relationship with Palomar Hospital, the WIAC in Escondido is particularly connected to the hospital because it operated on the hospital premises for its first 5 years. Exodus and Palomar have always worked closely together providing referrals in both directions in order to ensure that clients receive services in the most appropriate setting and receive the best possible follow-up care.

6.6 Care coordination

Teams will identify clients who may benefit from more extended care coordination support. These individuals may include clients with a history of missed linkages, those more vulnerable to disconnected care, difficulties with motivation or disorganization, poor retention of action plans, and lack of coordination between providers sharing the client. While approaches to care coordination may vary greatly per client, the intent of these strategies is to facilitate the delivery of the right health care services in the right order, at the right time, and in the right setting.

MCRT will provide care coordination as appropriate for up to 30 days to facilitate connection and access to needed behavioral health services including mental health and substance use services in addition to making proactive contact with clients to assess progress and problem solve barriers or delays. These services will require the client to consent to care coordination services.

The client and MCRT will work together to identify which services the client may need and discuss how linkage will be achieved. Facilitation of linkage will begin with Teams filtering through referral options using client preferences, eligibility, accessibility, and relevance to client's treatment goals. These options will be provided to clients to supply them with choice without overloading them with options which will not meet their needs. Care coordination services may include assisting the client in organizing their linkage activities as well as sharing information among all of the participants in the client's treatment and support team and facilitating their communication with each other. When appropriate, Teams will perform advocacy, problem solve any missed connections and reestablish referrals (e.g., new referrals, re-schedule appts, check bed

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availability). Programs which require special referral processes by providers will be handled by teams within appropriate timelines to gain swift linkage/admission. For instance, if an ASAM screening is required for admission to a substance use program, teams will link clients either to the ACL or intake coordinators for specific programs. These follow up services will support clients in their road to recovery by increasing access, modeling linkage activities and sustaining engagement in treatment services. Further, these actions will reduce the chances of re-admissions to hospitals and emergency rooms.

According to the 2014 Live Well San Diego Regional Indicators, 42.8% of individuals in the North Coastal Region experienced food insecurity. Exodus will provide resources and linkages for basic needs such as food banks, shelters, housing programs as well as Self-Sufficiency Program such as CalFresh, CalWORKs, and General Relief. Exodus WPW program has provided outreach and engagement to 782 individuals experiencing homelessness in the North County Region of San Diego over the last 2 ½ years. The great success of this pilot project is in part due to Exodus' ability to locate and engage homeless individuals who are frequently on the move due to safety and security. They have also been successful in developing relationships with shelters, temporary housing, motel/hotels, sober livings/Independent livings, respite beds, and other housing resources. MCRT will leverage these relationships and consult with Exodus Housing Navigators when MCRT clients are in need of linkage to temporary or permanent housing to further their goals of stabilization.

Teams will document referrals provided, actions taken and track ongoing needs. Duration of care coordination services will be tracked through Cerner reports and internal data systems. The Program Director will review client's cases if they may need more than 30 days of services and email COR for extension approval.

6.7 Trauma-informed services.

MCRT Program will be a part of the County of San Diego Health and Human Services Agency Trauma-Informed System of Care in principled design, trained workforce, and direct practices. Exodus understands the importance of providing Trauma Informed services and maintain a trauma informed workforce which promotes safety, self-care, and resiliency. MCRTs will assume that all clients have experienced trauma in their lives and approach encounters understanding trauma may have impacts on a person's presentation and their responses to interventions. This will include assessing the scene for safety, demonstrating trustworthiness and transparency, being mindful of physical presence and behavioral as well as use of non-verbal communication. Appreciating that the MCRT's mere presence may impact the overall environment, Exodus will take steps to ensure that the approach is not one of authority or enforcement. MCRT vehicles will not resemble law enforcement and Teams will not wear uniforms. The use of casual clothes presents staff as "equal and humble" through their presentation.

Teams will also have ongoing trainings to gain and reinforce trauma informed services for specialized populations. For example, the North Coastal Region's demographics show the second highest concentration of veterans residing in San Diego County. Staff will also receive ongoing trainings to work with specialized groups such as displaced populations, LGBTIQ youth, TAY, Lantinx, Intellectual and Developmental Disabilities (IDD), individuals experiencing their first mental health crisis, geriatric, and those experiencing chronic homelessness.

6.8 Interagency linkages and coordination of services.

Upon initial encounter, MCRT will assess client's current clinical presentation, level of functioning, and gauge their readiness for change. Teams will collaborate with each client on prioritizing their needs and developing a linkage plan to address these needs as quickly as possible.

The following 10 domains have been identified, but are not exclusive, in addressing the client needs:

- Mental Health (FSP, Crisis Residential, Wellness, Integrated Care, Peer Run, etc.)
- Psychiatric Hospital

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- Physical Health/Primary Care
- Substance Use Treatment and Supports (AA, NA, Alateen, SMART, etc.)
- Housing (shelter, crisis, DV, transitional and permanent housing)
- Transportation (ACCESS, bus pass, Health Plan, etc.)
- Family Supports (NAMI, Al-Anon, DBSA, Food banks, child care, etc.)
- Benefit Acquisition or Reinstatement (GR, CalFresh, SSI/SSDI, Medi-Cal, etc.)
- Documents (IDs, Birth Certificates, etc.)
- Justice Entities (Homeless Court, Probation, immigration, etc.)

Exodus has provided linkage, referrals, and system navigation supports to clients in the San Diego North Coastal Region for over 12 years. Relationships have been developed with nearly all county, city, and community providers. One of the essential services of the Exodus WIAC programs is to provide 'gap' services for those clients who have been discharged or disengaged from needed services.

Navigating the systems of care can be difficult for some clients due to symptoms, barriers, or lack of experience. Exodus staff recognize this and provide needed support in two ways. For the client, staff provide education, coaching, advocacy, explain patient rights and the importance of continuity of care, explain system navigation, and encourage client to reengage. For active linkage, staff make every effort to facilitate linkage (phone calls, schedule appointments, complete referral forms, and provide advocacy as needed) the client to ongoing services for mental health, substance abuse, physical health, social support and faith-based community services while removing barriers and finding effective ways to establish contact.

To increase self-sufficiency and develop a robust community support system, Teams will encourage the use of self-help groups, meetings and clubhouses. For instance, Exodus has frequently referred clients to The Mariposa Clubhouse located in Oceanside for its social, education, and vocational activities that promote self-reliance. Urban Beats is an innovative Transitional Age Youth (TAY) program which uses positive social media messaging aimed to enhance self-sufficiency and increase TAY engagement in behavioral health treatment. NAMI provides multiple support groups offering education, empowerment, and a sense of community not only for clients but also for their family and friends. When physical health care is needed, teams will provide linkage to primary care services using collaboratively developed interagency referral forms with local community clinics.

Interagency linkages and coordination of services will be demonstrated through documentation and tracked in Cerner and/or Internal Data systems. With client consent, coordination of services will include linking current providers across systems of care to promote improved collaboration, communication and expertise between service systems, to the benefit of shared clients. Quick follow up after discharge from higher levels of care is critical to maintaining stabilization. Understanding that electronic health records may not be connected across systems or that delays may occur, Teams may also inform current outpatient providers if their client was transported to Crisis Stabilization Units, Walk-In Assessment Center, Emergency Departments or inpatient hospitals for urgent/emergent services. Exodus will work with partners to decrease barriers and increase timely access to treatment, services, and supports. When appropriate, MCRT will also link clients to the Exodus Health Homes Program which provides comprehensive care management, coordination between providers, and transition care for eligible Medi-Cal beneficiaries.

MCRT Program Director will have a review process for any referral sources with whom clients have repeatedly shown difficulty achieving linkage. The MCRT Program will perform outreach in order to identify solutions which may ensure successful and timelier responses to MCRT referrals.

6.9 Linkage and referrals to community-based organizations.

Exodus has been operating the Walk In Assessment Centers (WIAC) in Vista and Escondido since their inception in 2008. The WIACs provide walk in services including assessment, crisis intervention, medication support, and case management. Over the last 12 years, Exodus has worked diligently to

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develop relationships with community partners and has constantly worked toward maintaining a current and accurate understanding of community-based organizations for linkage and referrals. MCRT will be able to utilize and build upon the case management resources of the WIACs. Exodus is well-versed in performing linkages and referrals for each level of care for behavioral health care such as Crisis Stabilization Unit, Crisis Residential, County Behavioral Health Clinics, Fee For Service providers, Groups, and Clubhouses. Linkages may be performed by providing materials to clients or performing pre-screenings and calling in referrals for programs that require provider linkage. The ACL will be contacted if a Service Authorization is required to access services. Exodus recognizes the importance of linking clients to culturally responsive primary and preventative health care. Initiating regular physical care can minimize the need for emergency and hospital visits and assists client to become healthy, safe, and thriving. Taking an approach to always treat the whole person, Exodus has also worked to develop referral sources that are not compartmentalized according to healthcare specialty and consider the full spectrum of needs. Such resources include faith-based services, programs with cultural, ethnic, gender, and age group specializations, as well as socioeconomic, housing, and benefits supports. Exodus is familiar with many faith-based services available in north county in part due to its sustaining membership on the North Inland Faith Partnership Council. In addition to faith-based services, Exodus works to identify and link clients to complimentary healing centers in recognition that the best treatment approaches are individualized and incorporate client's preferences for holistic integrated care. These relationships will be leveraged to establish efficient and effective linkages. Examples of other proactive activities which support clients in linkage include contacting veteran services to check client eligibility for behavioral health services or confirming diagnosis for Clubhouse eligibility. See Attachments pages 40-43 for MOUs.

6.9.1 Referral and linkage to a “medical home” or primary care.

For 12 years Exodus programs have developed strong working relationships with the Federally Qualified Health Centers (FQHC) in the North County Region. Through collaboration in the North County Integration Cohorts and the development of bidirectional referral protocols with the North County primary care clinics (e.g., Vista Community Clinic, Neighborhood Healthcare, & North County Health Services) Exodus has been able to quickly and efficiently help clients to establish their medical home. Similar to the Exodus WPW programs, the MCRT will build on these relationships by providing services in the field. Some individuals with serious psychiatric illness may be adequately addressed in a primary care setting either by a primary care practitioner (PCP) or an affiliated mental health professional within that setting. Exodus has strong relationships with the Managed Care Plans (MCP) in San Diego through the Whole Person Wellness Programs as well as the Healthy San Diego Committee and as a CBCME contractor with the MCP Health Homes Programs. Exodus Health Homes is a new program for eligible Medi-Cal members with complex needs and chronic conditions who may benefit from enhanced care management and coordination. Exodus is currently contracted with three MCP to provide these services and this program will be able to aim MCRT with linking eligible clients to their services.

6.10 Partnerships/collaborations with local law enforcement and Beh. Health providers.

Some of the collaboratives Exodus has participated in to foster relationships include the North County Integration Cohorts, North Inland Faith Partnership Council, Justice Enhance Treatment Providers and Bridge to Housing/Homeless Task Force and Regional Task Force on the Homeless. These collaboratives result in cooperative problem solving and decision making, where clients achieve better client care by working together than would have been possible individually.

Since 2008, Exodus Recovery has successfully established and cultivated relationships with a large and diverse network of community partners in San Diego County. These partnerships reflect the Live Well San Diego vision of Building Better Health, Living Safely and Thriving by combining efforts inside and outside of County government to help further the wellbeing of all residents. By choosing to align with organizations who share our mission and philosophy of promoting recovery, hope and self-sufficiency, Exodus can provide our clients with quality linkage and care coordination resources to foster successful community stabilization. Exodus has long standing collaborative working relationships with North Coastal law

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enforcement including local police departments and the Sheriff's department, Psychiatric Emergency Response Teams (PERT), and San Diego Probation. Staff from Exodus programs (e.g., Walk-In Assessment Centers (WIAC), Whole Person Wellness, AB 109) have attended various collaboratives in order to maintain relationships and review shared cases. WIACs have a two-way relationship with law enforcement and PERT; in that, WIAC has accepted drop offs and called for law enforcement support when involuntary hospitalization and transfer assessments are indicated. The Exodus homeless outreach WPW program and local law enforcement collaborate by organizing outreach events with WPW. Law enforcement has requested the involvement of WPW in outreach efforts to help these individuals receive services as an alternative to continuous arrests and citations.

The Exodus AB 109 Program is partnered with San Diego Probation and has a close working relationship by providing weekly reporting, initiating Multidisciplinary Treatment Team meetings when appropriate, and monthly attendance at the Justice Enhanced Treatment Meetings. MCRTs will utilize all current relationships in pursuit of assisting clients with coordination, taking steps toward stabilization and treatment goals, and referrals. This will include making calls during client encounters, reaching out for follow-up, presenting cases at Round Table Meetings and when appropriate, participating in Multidisciplinary Treatment Teams. To expedite referrals, promote partnerships and achieve successful care coordination, Exodus has developed and uses specific referral procedures and care coordination forms with community-based primary care partners, residential substance abuse programs, hospitals, and behavioral health providers. When current partnerships are not present, MCRTs will reach out to develop relationships and collaborate.

Exodus has shown an ability to create and sustain ongoing collaborative meetings with other agencies by highlighting mutually beneficial relationships and client success. For instance, the Exodus WPW program has established and maintained a regularly scheduled call with North County Region Assertive Community Treatment (ACT) providers and IHOT Teams. These bi-weekly conference calls allow for bilateral referrals, coordination on dually-enrolled clients, and open discussion when a client's eligibility for either programs is questionable. This has helped to educate all team members involved on the phone call to determine who is and isn't appropriate for both programs as well as helping to remedy any communication barriers between staff and facilitate admissions. Exodus WPW staff has worked very closely with crisis houses to find client's emergency placement for stabilization. This relationship has been fruitful only because of the consistent communication between agencies. Crisis houses have commented on Exodus' prompt responses and communication when clients end up declining beds so that the beds aren't "held for nothing." Exodus WPW has done presentations for community partners to help educate about the WPW program and discuss strategies to streamline bilateral referral processes.

6.11 Attend required meetings as directed by COR.

Exodus will attend required meetings as directed by COR. MCRTs will take purposeful actions to collaborate with partners in the community to produce synergies. Exodus has found that different types of service providers do not regularly communicate or coordinate care, even though they may be serving the same individuals. Being present at collaborative meetings will allow the MCRTs to further the goal of eliminating barriers to reciprocal and collaborative working relationships in the community and will leverage these relationships to increase efficiency and effectiveness for client care.

6.11.1 Participate in law enforcement line up briefings.

MCRT will continue to support strong partnerships with law enforcement to promote mutual understanding, reduce frustration, and lead to better coordination. Exodus has a history of attending local law enforcement line-up briefings to provide education regarding behavioral health diagnoses and treatment, and program and contact information regarding Exodus services. These presentations will be offered to local police and Sheriff Departments upon award of this contract to provide information regarding MCRT and to open discussion regarding collaboration. We will attend these briefings on a monthly basis or as requested by law enforcement. MCRT will attend additional law enforcement

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meetings, trainings and briefings as needed. The Program Director will be the liaison to coordinate meeting/training attendance for local law enforcement agencies. The Program Director and a field clinician will attend these sessions. Understanding the importance of strong relationships with law enforcement, Exodus has always worked to foster these relationships in each county. See endorsement letter from the Los Angeles Chief of Police (Attachments page 44).

6.11.2 Attend the PERT Roundtables in the North Region.

An MCRT representative will attend monthly PERT Round Table meetings. The PERT Round Table meetings have been attended by not only the Exodus Walk-In Assessment Center staff but also the Whole Person Wellness and most recently the START Pilot Program. These meetings will provide an opportunity to collaborate regarding clients who have utilized both PERT and MCRT services or those who have had multiple contacts with law enforcement in the community. The relationships will also allow for MCRT to establish guidelines for how MCRT will work with law enforcement and PERT if both have responded to a crisis call.

6.12 Provide community education.

A marketing strategy and campaign to inform the community of the MCRT existence and how to access services will be one of the first goals of the program. This will include creating materials promoting the program which can be sent through collaboratives and various listservs as well as presented in meetings. Some of the avenues for distributing information include North County Provider Collaborative, North Inland Faith Partnership Council, Healthy San Diego Task Force, Hospital Association of San Diego and Imperial Counties, PERT Northern Round Table, law enforcement briefings, Alliance for Regional Solutions, RI International and NAMI. Sober Living and Independent Living Homes Managers have informed Exodus in the past that they and their residents often avoid calling 911 or calling PERT because the mere presence of law enforcement can be stressful, cause a client to enter fight or flight or deny their psychiatric experiences. For this reason, Exodus will also reach out to housing providers and Recovery Residence Association and Independent Living Association. MCRT will be able to arrange for virtual meetings or presentations whenever necessary such as during the COVID-19 crisis.

6.12.1 Provide community education.

At minimum six presentations explaining MCRT approach and services will be provided in the community in the first year of the program. It is of utmost importance that we dedicate time towards supporting and educating the community in regards to crisis intervention, system of care navigation, and community well-being. In order to maintain visibility in the community and provide education, Exodus will offer six (6) presentations at minimum each year expanding on these topics. These presentations will be open to local community partners, collaborative meetings, law enforcement, public services clubs, and social service agencies. Exodus currently has a Peer Support staff who has been an Insight Panelist for the PERT Academy regularly over the last few years. Exodus has also participated in the PERT Academy Resource Fair. Exodus will reach out to offer a presentation and attendance to the resource fair for the PERT Academy.

Exodus recognizes that through communication, collaboration, and education, we are able to increase positive outcomes for our clients and the community at large. For this reason, Exodus has always encouraged its programs to have a community presence to promote recovery and offer resources and education. Sometimes this is accomplished casually through resource fairs such as at the annual NAMI Walk or WPW program being asked to provide the Escondido Police Department informal education on how to engage with homeless clients when conducting outreach events. Other times, Exodus contributes to more formal education and training such as the Los Angeles Police Department's Mental Health Intervention Training.

Please see Attachments page 44 for letter from the Los Angeles Chief of Police.

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“Your agency’s participation has made this [Mental Health Intervention Training] one of the most sought after and impactful training and programs of its kind in the nation.”

6.13 Maintain an up-to-date listing of community resources.

Exodus maintains multiple programs in the North County Region including two Walk-In Assessment Centers, two Enhanced Strengths-Based Case Management programs for post-release offenders (AB 109), Whole Person Wellness, Health Homes Programs, and START (Systemic, Therapeutic, Assessment, Resources, and Treatment); a crisis response and crisis intervention program for individuals with IDD). Each of these programs provide linkage/referrals to clients. In order to maintain current lists of referrals/resources in the community, staff from each program regularly update shared referral/resource lists, share updated information within the Exodus San Diego network of programs, and actively search for new and needed resources. MCRTs will utilize these existing resource lists and participate in their regular update. Teams will create and maintain resource binders, create quick guides for regularly used referrals in the field. Packets and binders will be available at all times in the MCRT vehicles. Exodus is confident that current resources available are adequate to meet the needs of MCRT target population. Routine review and updates of this information will continue because resources are only effective if they are accurate. Additionally, if an unexpected resource is needed, MCRTs are able to communicate with the Program Director and any other Care Managers in the Exodus San Diego network and ACL to obtain needed information.

6.14 Peer Support.

Peers will be fully integrated in the MCRTs and as a member of the team they will provide services. While maintaining professional boundaries, Peers will have more flexibility to connect and support clients in crisis, stabilization, and post-crisis phases within the parameters of the program. Peer support services may include connecting to clients in crisis by relating life experience with personal or familial behavioral health issues to reduce fear and isolation and offer first hand hopefulness. Peers will provide consumer mentoring, support, and brief case management. They will assist with providing information about behavioral health and community resources and supporting clients entering the system of care by explaining what to expect from services and how to transition from crisis services to ongoing services. Mentoring, advocacy, and follow up services will support accessing available resources. Peers will reinforce that recovery is possible through modeling, collaboration and fostering empowerment.

6.15 Lease two vehicles.

MCRT vehicles will be approved by the county COR and they will be equipped to safely and securely transport teams and clients to necessary destinations. Vehicles will be adapted as necessary in order to respond to changes in public health concerns such as COVID-19. Exodus will lease and maintain vehicles including registration, regularly scheduled maintenance, appropriate insurance, and identification on Contractor’s Inventory Reports. Using a trauma-informed lens, Exodus will select vehicles that do not resemble law enforcement as they may negatively impact clients who have experienced system induced trauma through previous negative interactions with law enforcement or authority figures.

6.16 Flex Funds. A flexible fund for incidental client expenses.

Exodus is familiar with the county’s flexible fund policies and it has developed its own supporting policies and procedures for deciding when to use flex funds, proper use, monitoring, and reporting. MCRTs will support clients in accessing their natural supports and resources whenever possible. However, there may be instances in which the client does not have resources available to cover incidental expenses. In these situations, MCRTs will utilize flexible funds to eliminate any barriers to client’s stabilization and linkage to ongoing care. MCRTs will keep on hand bus passes which can be utilized for transportation to services. When appropriate, MCRTs may assist clients in purchasing medications ordered by their providers at local pharmacies. Exodus Whole Person Wellness and AB 109 programs have established relationships with local motels, recuperative care units, sober livings, and shelters. These relationships may be leveraged in order to link crisis clients with necessary shelter covered by county flexible funds. These

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funds will only be used for necessary items/services and after the client's natural resources, donations, low-cost or no-cost community service programs, etc. have first been explored.

If COR approved, Exodus proposes to also use Flex Funds for bulk items intended to be used or offered during crisis encounters. These items may include items for self-soothing (e.g., soft stress balls), distraction (e.g., items for distracting children who may be present), teaching (e.g., note pads), purchase of outside provider brochures/materials, as well as snacks and water for situations when dehydration or hunger/ blood sugar may be a factor.

SOW 3. Goals and Outcomes

3.1 MCRT Goal

The Exodus Recovery philosophy of treatment is grounded in a strong belief in the whole person care model. Exodus promotes an innovative treatment model that integrates physical health, mental health and substance use disorder treatment in order to foster hope, empowerment, self-sufficiency and recovery to vulnerable high utilizers of community services. Since 1989, Exodus Recovery has worked to design and develop models that have fundamentally changed how health care and social services are delivered, thus enriching and reinforcing the communities we serve. The Exodus model seeks to balance quality, cost efficiency, and positive client and community experience—all key components of a high performing health organization. Over the course of thirty-one years, Exodus has developed a client focused, recovery-based system of care that encompasses inpatient, outpatient, homeless outreach and care coordination teams, forensic services and crisis stabilization/urgent care centers as well as substance use disorder programs and a sobering center. These efforts have created a continuum of care that has fulfilled the strategic objectives of reducing utilization of health systems, medical emergency rooms, law enforcement interventions, limiting hospitalizations and creating safe and secure environments where those with complex conditions can receive compassionate and caring specialized services. The goal of the MCRT will be to extend these positive outcomes to San Diego North County.

Exodus will operate a mobile, community-based crisis response team to address behavioral health urgent and crisis calls where crimes are not being committed. The primary goal of the Exodus Mobile Crisis Response Team (MCRT) is to respond to urgent and emergency non-911 calls to provide assessment and crisis intervention, provide diversion from higher levels of care such as emergency rooms and psychiatric in-patient hospitalizations, decrease trauma associated with the incident and to de-escalate a situation which could potentially result in harm to the individual in crisis as well as to others involved. The team will be tasked with stabilizing situations which then can provide opportunity to give hope to the person in crisis, and create an environment conducive to creating a plan focused on the recovery of the person encountered. The focus will shift from the crisis to the immediate needs of the person.

3.2 Outcome Measures

3.2.1 MCRT Interventions

It is the goal of the Exodus MCRT that at a minimum, 80% of the MCRT interventions will demonstrate successful diversions from higher levels of care. Exodus is familiar with and well connected to North San Diego County, and county-wide, behavioral health, physical health and social service agencies and networks. These partnerships reflect the Live Well San Diego vision of Building Better Health, Living Safely and Thriving by combining efforts inside and outside of County government to help further the wellbeing of all residents. The following discussion cultivates how we will accomplish this goal.

Exodus programs currently have strong collaborative relationships with law enforcement agencies across North County, including Escondido Police Department Homeless Outreach Teams, Vista Sheriff Homeless Outreach Team, Oceanside Police Department Homeless Outreach Teams and the PERT teams affiliated with each department. Our Walk-In Assessment Centers and Whole Person Wellness homeless outreach teams work amicably and collaboratively with these law enforcement agencies. The Federally Qualified Health Clinics in North County-Vista Community Clinic, Neighborhood Health and North County Health

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Services have cooperative relationships with the Exodus Health Homes, Whole Person Wellness, AB 109 and Walk-In Assessment Centers programs. Efficient cross referrals occur between all of these clinics and Exodus programs. Exodus programs have on-going cross referral systems established with MHS for behavioral health services, Tri City inpatient and outpatient services, Palomar inpatient and CSU and Community Research Foundation (CRF) START crisis residential programs in Oceanside and Escondido. Exodus has also established a recuperative care bed contract with Interfaith Community Services and strong working relationships with local Independent Living Facilities, motels, HUD and shelters for housing referrals. Exodus provides a continuum of care throughout North San Diego County by providing Walk-In Assessment Centers in Vista and Escondido for urgent behavioral health needs, on-going behavioral treatment and case management for individuals re-integrating into the community from prison through the AB-109 program, case management for high utilizers of hospital and medical services with Medi Cal through the Health Homes program, 24/7 crisis prevention and interventions services for individuals with intellectual disabilities and autism through the Exodus START program, Homeless outreach and case management through the Exodus Whole Person Wellness program and a contracted position with the City of Vista to provide a licensed clinical social worker to work directly with the Vista Sheriff's and City Housing Departments to reduce homelessness in Vista. These Exodus programs, in combination with current relationships with local agencies, position Exodus to effectively step into the role of operating the MCRT's for the North Coastal region. The Exodus MCRT's will be able to make efficient referrals and warm hand-offs to lower levels of care at appropriate times, aided by the vital link Exodus provides in the North County continuum of care.

Individuals requiring more than referrals to follow up services, who can safely be diverted from higher levels of care, will be transported by the MCRT to the Exodus Walk-In Assessment Centers (WIAC), Crisis Stabilization Unit (CSU) or Crisis Residential facilities. Effective relationships with these facilities already exist and are currently utilized by Exodus programs to facilitate referrals and admissions. Exodus currently operates the two behavioral health Walk-In Assessment Centers in North County which deal with immediate needs presented by a client, to prevent a higher level of care. This is accomplished through assessment, referrals to on-going care and basic necessities as well as a prescription for 30 days of medication, if needed. The MCRT will be co-located in the Vista Walk-In Assessment Center (WIAC) which will create synergy and efficiency for behavioral health follow-up. The MCRT staff will monitor the individuals they refer to the WIAC to ensure that connection for on-going medications occurs prior to the time the 30-days the WIAC medications will be gone. If the client does not connect successfully with an on-going prescriber prior to the 30 days they will run out of medications, the MCRT staff will assist the client to re-connect with the WIAC to obtain another 30-day prescription so there is not a lapse in the medication regime. If this occurs, the team will assess for the need to extend services beyond the initial 30-day service period to ensure the vital connection to on-going services happens. The MCRT Program Director will contact COR to request extension to support the individual with service linkage. The goals of these efforts are to establish a permanent connection to on-going services to prevent future need for crisis intervention as well as to build positive experiences for the client seeking services. Fostering a sense of confidence and well-being for those Exodus serves is at the core of what we do.

Exodus is also in current negotiations with County Behavioral Health Services to open and operate a Crisis Stabilization Unit in the City of Vista which will operate on a 24/7 basis. This will provide a critical resource to the North Coastal region to decrease emergency room visits and hospitalizations and further enhance the MCRT's ability to meet the outcome measure that a minimum of 80% of interventions will result in diversion from higher levels of care. Once the CSU is completed, the MCRT will co-locate their services into the CSU to further strengthen collaboration, ease of referrals and service acquisition for those admitted to and discharging from the CSU. Outcomes will be measured by daily data collected for each MCRT intervention. Exodus has developed a robust data collection system to measure adherence to goals and outcomes. This system is currently in use by other programs and is ready to collect data and provide reports for the MCRT program. See Attachments pages 45-56 for sample database and reports.

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3.2.1.1 Diversion Transport

Exodus will facilitate transport to CSU, WIAC or crisis residential facilities when the individual served will benefit from the assessment and intervention services offered at these locations. Exodus staff and programs are well-versed in the criteria for acceptance to these sites and currently possesses the relationships and open lines of communication to facilitate smooth referrals and admissions. Exodus understands that transport to these facilities will be considered a diversion from a higher level of care. The MCRT will be co-located with the WIAC, fostering the development of seamless, warm hand-off protocols for the client from the MCRT to the care of the WIAC.

3.2.2 Call Dispatch

A minimum of 80% of calls dispatched to MCRT will result in a response time of less than one hour. Any exceptions will be tracked and analyzed monthly for response time improvement to maintain response to under one hour. Once a call is received, MCRT will get into their vehicle to deploy and attempt to reach out to the residence or individual by telephone. This will speed up response time and inform the caller that the team is on the way. This also provides opportunity for the team to gather further information about what is occurring at the scene and to provide telephone intervention, if needed, in route.

3.2.3 Immediate Outcome Documentation

For 100% of all calls, MCRT clinicians will document pertinent information regarding each individual encountered to include demographic information, interventions, outcome of interventions and referrals made, contact information for referrals made and follow-plan to include date of next contact with the individual and the purpose of contact. Exodus will follow guidelines set forth by the COR for documentation into a County MIS platform. Exodus will also document into an internal data system already employed by Exodus programs that provide community outreach and engagement services. Use of the Exodus database will allow for the provision of additional data points and generation of reports regarding outcomes and trends. Exodus possesses the infrastructure and knowledge to accomplish this goal.

3.3 Enhance Care Coordination

3.3.1 Participant Screening

100% of all participants will be screened to determine a need for a referral to a primary care physician. The licensed clinician or case manager will perform the screening to determine if the person already has a primary care provider, requires a referral, preference for location of the clinic, insurance coverage, date of last visit. If there is hesitancy to make an appointment to establish care, the staff will coach the individual regarding the positive effects of good healthcare. Exodus will document these screenings in an MIS system per the COR's instruction as well as in the Exodus database. Reports will be generated through the Exodus database to track 100% compliance. The staff will follow-up in person or by telephone to determine if a call was made for an appointment for 30 days post crisis visit.

3.3.1.1 Screening Exception

Participants transported to CSU, WIAC or a higher level of care will not receive this screening the day of first encounter but will be screened by the MCRT during follow-up to ensure that referral and connection to primary care services occurs, to further the support and on-going care of the individual. If the individual reports that they are reticent to follow through with the referral, the MCRT case manager and peer support will encourage the individual to do so, exploring barriers and seeking solutions that are a fit for the person being served.

3.3.2 Outpatient Linkage within Seven (7) Days of Referral

75% of clients enrolled or eligible for services in SDCBHS system of care, shall be linked to the appropriate level of care of outpatient services with the expectation that a face-to-face intake will be completed by the agency participant is referred to, within 7 days of the MCRT referral. MCRT staff will make referrals based on an individual's preference, eligibility for services, insurance benefits, where they reside and what clinics and programs they may already attend, to determine appropriate referrals. The case manager's role will be to take the lead to assess proper referrals in collaboration with the individual being served and their support system.

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The case manager or peer will assist the participant in making appointments and address barriers to open the pathway to a successful first appointment. Exodus is aware that all of the North County BHS outpatient clinics have walk-in hours for appointments. If client is not able to schedule an appointment within 7 days, the case manager will encourage the client to choose a day to walk-in to be seen and follow-up with the client to confirm the linkage was successful.

3.3.2.1 Outpatient Linkage Exception If the client is not seen within the 7-day period, the MCRT will document circumstances accordingly, including the amount of time it took for the client to be seen beyond 7 days, and make additional attempts to assist the client's efforts to receive an appointment. An MCRT clinician or case manager will also assess to see if a visit to the WIAC is appropriate for further assessment and medication services while waiting to get into the clinic referred to.

3.3.2.2 Client Phone Call within Seven (7) Days of Referral

100% of clients shall receive a follow-up call from Exodus MCRT staff within seven (7) business days after referral for services to an on-going behavioral health provider. To achieve this goal, the team will obtain and confirm phone numbers for the client. If the client does not have a phone number the team will explore other options to reach the client, such as through a friend or family member. The purpose is to ensure that referred individuals were linked successfully to the agency. Exodus will work closely with the community partners receiving referrals for our participants to enhance communication and to establish appointments in a timely manner. The team will attempt to problem solve with the referred individual as well as with the agency, with client's permission, to monitor and resolve issues regarding connection to services. The participant will guide which services require staff assistance. The follow-up activities by MCRT supports the client in their efforts to get care, and to affirm that they haven't 'failed', but systems do. Focus will be placed on the strengths and abilities of the individual attempting to be seen for services. The team will also focus on the strengths of the clinic to foster an appointment time. The MCRT will send signed releases of information (ROI's) from participants to clinics where referrals are made to ease communication efforts. Information regarding follow-up attempts, success of those attempts, will be documented in the MIS system required by the COR as well as in the Exodus data base. These activities will be performed by all team members.

3.3.2.3 Urgent Referral within 48 Hours

The County refers to the need for "urgent" psychiatric services as a situation requiring treatment that cannot wait for a regularly scheduled appointment because doing so puts the individual or others' health and safety at risk. This is stated in Title 9 and the Organizational Provider Handbook. The team clinician will be skilled in the determination of need for such services. If the clinician's assessment determines that the participant is in need of urgent services, referral will be made for the client to be seen within 48 hours by the appropriate outpatient clinic. The MCRT will follow-up with the client within 48 hours to determine if they were seen by the agency that was scheduled to see them. If the person was not seen, the team will work with the clinic and the individual to secure necessary services.

3.3.2.3.1 Urgent Referral Exceptions

If the client is not seen within the 48-hour period, the MCRT will document circumstances accordingly and make additional attempts to assist the client's efforts to receive an appointment. The team will refer the individual to the WIAC for walk in assessment and medications services, if needed, as a bridge for service while awaiting an appointment.

3.3.3 Barriers to Accessing Services

Exodus MCRT staff will work with participants up to 30 days after initial urgent/emergency contact. It is a goal of the Exodus MCRT to prevent future need for crisis services by evaluating factors that contributed to the crisis episode and that can prevent future relapse. Exodus recognizes that some individuals who will be encountered by the team may be reluctant to seek further treatment after the crisis is abated and will need encouragement and understanding of their personal experiences to break down barriers. As experienced providers, we recognize that often people who experience serious behavioral health issues and exhausting

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barriers to services may be distrustful and reluctant to engage with treatment providers or interventions. The MCRT will utilize a proven approach employing evidence-based practices such as Motivational Interviewing, Trauma Informed Care and Harm Reduction to shift participants paradigms, and to emphasize that all facets of their health can be meaningfully integrated and enhance their overall well-being. Recognizing that people respond differently to various treatment approaches, modalities and individuals, the MCRT team will utilize a recovery-focused model that recognizes and acknowledges a participant's varied strengths.

The team will employ an efficient, evidenced-based and well-rounded approach to crisis response analyses that addresses the following:

- Precipitating factors to the event
- Unmet needs
- Access to needed service and addressing barriers
- Follow-through for admission and on-going care in outpatient clinics equipped to treat behavioral health issues

Team members will follow the guidelines set forth in this contract to work with the participant for 30 days after the incident to determine if the services were accessed, provided in a timely manner, are meeting the needs of the individual and if subsequent appointments for on-going care are established. The team will assess to determine if a visit to the Walk-In Assessment Center is appropriate to promote well-being and needed services. Assessment will be made to address barriers to follow-up care such as transportation, insurance benefits, problem solving between clinic staff and the participant and a mitigation plan will be developed and employed on behalf of the participant if needed and requested. Transportation was identified by San Diego Behavioral Health clients as one of the main barriers to accessing mental health services in the Fall 2019 MHSIP survey. MCRT case managers and Peer staff will work to mitigate transportation issues on a case-by case basis with those experiencing this barrier. Examples include distributing North County Transit District schedules, educating individuals in the use of the transit website and Trip Planner, provide bus passes as needed. MCRT staff will make multiple, on-going attempts to reach the participant during this critical 30-day follow-up period by telephone and face-face when necessary, to assure contact occurs.

The 30-day follow up period will be tracked for compliance, utilizing an internal tracking system, managed by the Program Director. Additionally, during the 30-day period, the number of contacts, efforts made and activities and interventions performed will be documented. If the individual will benefit from an extension beyond 30 days, the Program Director will contact the COR for extension approval. Collection of this data will inform program approach and methods moving forward.

1.4 Consultants/Subcontractors or Memorandum of Agreement

1.4.1. – 1.4.5 Consultants/Subcontractors Section

Exodus does not intend to use any subcontractors, partnerships or consultants for this program.

1.5 Implementation Plan Gantt Chart

The plan for program implementation on the following page includes all activities leading up to a fully functioning program including start and completion dates. It shows required actions, employed strategies, responsible party, dependencies, and milestones for the Exodus MCRT though the first client seen.

1.5. Implementation Plan

1.5. Implementation Plan		September - October 2020										Nov-20	
#	Task	Actions/Dependencies	Persons/Organizations/Agencies	Start Date	Completion Date	9/28/20 - 10/2/20	10/5/20 - 10/9/20	10/12/20 - 10/16/20	10/19/20 - 10/23/20	10/26/20 - 10/30/20	11/2/20 - 11/6/20	11/9/20 - 11/13/20	
1	Notice of Contract Award	Program Awarded	SD County	09/25/20	10/02/20	▲							
	Contract Negotiations	Meeting with County and Exodus Recovery	SD County and Exodus	09/28/20	10/02/20								
2	Contract Execution	Consult with County of San Diego as needed	SD County and Exodus	09/28/20	10/02/20	▲							
	Contract Start Date		SD County and Exodus		10/02/20								
3	COR Approval of Program Director Candidate	VP of San Diego Programs will contact the COR and obtain approval of candidate for Program Director position	SD County COR	10/12/20	10/16/20			▲					
	COR Approval of Vehicle Leases	VP of San Diego Programs will contact the COR for approval of vehicle leases	SD County COR	10/19/20	10/23/20								
	Job Postings advertised internally and externally	Post jobs on Exodus Internal Job Listings, Craig's List, Indeed.com	Exodus HR	10/02/20	10/16/20								
	Any identified internal staff transfers to ACT/ISP positions	HR makes offers to current staff and all internal paperwork is completed	Exodus HR	10/02/20	10/16/20								
	Schedule interviews with external candidates	After reviewing resumes, contact external candidates with suitable dates and times for interviews	VP SD Programs & Exodus HR	10/02/20	10/16/20								
	Make job offers and complete hiring process	Conduct employee screening, UA, and background checks. Offers made.	Exodus HR	10/07/20	10/16/20								
4	Complete filling open positions	Continue to post on Internal Job Listings, Craig's List and Indeed.com until all positions are filled and signed offer letters have been accepted by HR Department	VP SD Programs & Exodus HR	10/01/20	10/16/20			▲					
	Vehicle Leases	Program vehicle leases acquired, vehicles pick-up and delivered to program site.	Exodus Procurement/Exodus SD Staff	10/05/20	10/16/20								
	Program site will be equipped with start-up supplies and equipment needs	Order phones from AT&T and computers from CDS, start-up supply orders placed.	Exodus IT/Procurement	10/07/20	10/30/20								
	Exodus Orientation	Orientation materials and benefit packages sent out by HR after staff have been hired.	Exodus HR	11/02/20	11/04/20								
	Program Specific Orientation	MCRT Orientation	Exodus SD Leadership	11/04/20	11/13/20								
5	Complete all other training including, CPR, first aid, motivational interviewing and trauma informed care if needed.	Complete trainings and all other County of San Diego required trainings.	Exodus Staff/SD County staff	11/02/20	On going through contract term					▲			
	Initial outreach to community resources.	Outreach to community resources/partners informing them of services and	Exodus Staff/SD County staff	11/02/20	On going through contract term								
6	Anticipated Program Opening Date			11/02/20							▲		
7	Begin receiving referrals for client engagement and enrollment	Exodus teams will begin receiving referrals from Access for client engagement and enrollment.		11/02/20	On going through contract term						▲		
	Milestones												

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1.5.1 Recruitment Efforts

Exodus Recovery is continuously recruiting staff and volunteers that reflect needs of each program and the ethnic and cultural composition of the target population. We have a strengths-based approach to team development, which begins at the hiring process. Although there are many candidates that possess the desired qualifications, we strive to hire team members who also demonstrate promise in their communication and learning styles, openness and growth-oriented mindset, cultural humility, and bring about a demonstrated understanding of team dynamics and leadership abilities. Exodus recruits from job fairs, websites specialized in mental health and larger websites such as Indeed.com which allows the flexibility to highlight our preferences for hiring individuals who reflect our target population. Additionally, Exodus will advertise through local sources and universities in order to reach members of the community we are serving. Recruitment of staff with lived experience will be targeted by advertising through organizations such as NAMI and RI International. Exodus is proud to say that we receive many direct referrals from our own current and former staff members as well as community partners. To promote hiring employees who match the community they will be serving, Exodus also attends community outreach events in the service areas for each program. Outreach is also made to students navigating through perspective career paths which allows us to gain favor when it comes time to employment upon graduation. Exodus will only recruit and hire staff who have the ability to deliver health care services that meet the specific qualifications as required by Mobile Crisis Response Team (MCRT) and that meet the social, cultural and linguistic needs of our program clients, based upon the demographics of the North County San Diego region.

1.5.1.1 HR Plan - Timeline/Hiring Schedule:

In order to achieve Mobile Crisis Response Team (MCRT) staffing standards, Exodus has developed a hiring plan a timeline of key dates. The hiring timeline will begin on 10/1/2020 through 10/16/2020. (See Attachments pg. 57 for a more detailed Hiring Schedule).

HR Plan – recruiting, hiring and retaining culturally diverse staff:

The ethnicity/race breakdown of North Coastal Region of San Diego County from the 2013-2017 US Census is: 46.2% White, 33.4% Hispanic, 11.9% Asian/Pacific Islander, 4.7% Black/African American, 0.4% American Indian/Alaskan Native, 3.5% Other. The primary threshold languages for San Diego County are: English, Spanish, Vietnamese, Farsi, Tagalog and Arabic. In the North Coastal Region, 89.5% speak English only or 'very well'. Spanish only or partial speakers make up 19% of the region with the majority in Vista and Oceanside respectively. The only other language groups listed over 1% of the regional population were 1.4% Other Indo-European Languages and 1.1% Tagalog.

Given the demographics of the North Coastal Region of San Diego, Exodus' goal is to recruit and retain employees who are bilingual and/or bi-cultural with a priority on Spanish speaking staff. The highest priority for recruitment for the MCRT program will be individuals who possess lived experience with behavioral health (mental health or substance use) struggles either personally or through family/loved ones. Lived experience with military service will also be beneficial because 9.5% of the North Coastal population are veterans (89.3% male & 10.7% female).

Exodus believes that a culturally competent organization is essential to the retention of persons from diverse backgrounds. Therefore, Exodus continues to commit significant organizational resources to ensure that employment practices are culturally sensitive. Additionally, Exodus understands the need for supportive leadership at all levels. Exodus fosters an empowering environment of transparency where staff are encouraged to suggest ideas or raise issues. Having a voice in policies, practices and decision making has proven to improve employee retention. We also retain our staff by offering competitive salaries and a comprehensive benefits package inclusive of 4 medical plans and 2 dental plans, PTO days, generous 401k with 4% match, and Employee Assistance Program. Additionally, employees have available discounts for specialized services such as Legal, AT&T, Health and Wellness, Education, Fitness, Home Care, Credit Monitoring, Pet Programs and a variety of entertainment packages. We create a work environment that

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encourages growth from within and empower our employees to continue to learn. We provide supervision hours for staff who are pre-licensed. Our Medical Director provides weekly CEUs for the licensed staff, and we offer other important courses necessary for licensure such as CPR. Exodus retains staff by keeping them engaged in their roles and promoting individuals once they become licensed.

1.5.1.2 Ensuring Culturally Competent Staff

For over three decades, Exodus Recovery has proudly served the diverse population of California in multiple aspects. We welcome all clients without regard to race, ethnicity, sex, age, disability, sexual preference, and/or religion. It is our belief that culture greatly impacts one's view on wellness and recovery. Exodus Recovery understands that having knowledge of each individual's culture and language will help the team provide person-centered care.

Exodus works to hire and retain staff who speak different languages, are culturally diverse, and are representative of the community. We place a high importance on hiring an ethnically and linguistically diverse staff, which gives us the ability of providing services in the client's preferred language. San Diego's threshold languages are English, Spanish, Vietnamese, Farsi, Tagalog and Arabic. We have a contract with a 24-hour Language Line that allows us to communicate via phone or tablet for the languages not listed above.

Along with using the client's preferred language, the clinical staff recognizes the importance of developing services that are sensitive to other cultures, including individuals in recovery; Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQI+) community; veterans; persons living with disabilities (hearing, vision, physical); various age groups (Transition Age Youth [TAY], Older Adults); immigrants and refugees; and persons involved in the correctional system. Cultural factors greatly impact our delivery of care, treatment plans, groups, and services.

Exodus Recovery begins approaching cultural humility with policy making, program design and administration and service delivery throughout our agency. In addition, we strive to provide culturally responsive services in our hiring practices and regular trainings. Data is captured through our Human Resources Department on hiring practices and diversity in our staffing and Education Department for trainings. Exodus has significant organizational resources in place to ensure that employment practices are culturally sensitive. Exodus maintains continuous training and clinical enrichment for all staff with our yearly Cultural Competency Self-Study and automated trainings such as "Individual and Organizational Approaches to Multicultural Care" and "A culture-centered approach to recovery" via Relias. Exodus San Diego BHS programs also utilize Cultural Competency trainings available through Responsive Integrated Health Solutions (RIHS). Exodus Recovery understands that culture is constantly evolving and vows to continue to learn and grow.

Furthermore, each Exodus program ensures that program staff is culturally competent to serve the unique diverse backgrounds of the clients and communities they service. In addition to mandatory annual cultural competency trainings, programs with specialized target populations receive additional training and support. For instance, programs such as the AB 109 Program provides specialized trainings on prison culture and institutionalization; the START Program receives specialized trainings covering clients with Intellectual and Development Disabilities; and the WPW program offers training on homeless communities.

1.5.1.3 Process to determine bi-lingual language proficiency

Exodus Recovery places high importance on recruiting, hiring, and retaining linguistically diverse staff, which gives us the ability of providing services in our client's preferred language. When recruiting culturally and linguistically diverse staff, Exodus advertises preferences that focus on specific cultural and linguistic needs of the clients served for each program. Currently our agency employs staff members that are bilingual and fluent in all of the San Diego County threshold languages of Spanish, Vietnamese, Farsi, Tagalog and Arabic. Additionally, Exodus proudly retains staff who are proficient in the following

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languages: Portuguese, Cantonese, Hindi, Russian, Bulgarian, Afrikaans, Ibo, Polish, French, German, Dutch, Italian, Nigerian, Laotian, Urdu, Hmong, Indonesian, Yoruba, Somali, Visayan, Hindi, Armenian, Hebrew and American Sign Language. These staff members will be used to interview, to perform a verbal and written screen and to validate that new hires have the necessary linguistic proficiency and cultural competence to provide appropriate service in languages other than English.

If a member of the Exodus staff that speaks the language is not available for the initial interview then the potential bilingual candidate is set up for a telephone screening. These screening calls will be completed in the language of interest and will include some basic questions about the candidates work background and experience communicating professionally in both English and the other language. When this is not possible, once an eligible candidate successfully passes their initial interview with the hiring manager, the HR department will set up a second interview to be conducted by the bilingual staff.

Exodus considers bilingual proficiency to include demonstrated language abilities such as receptive and expressive language skills, syntax, semantics and vocabulary (both general and technical). Proficiency domains include reading, writing, speaking and listening. The proficiency needs for the program will be considered when determining if the candidate's level of proficiency and the domains met are appropriate and sufficient. Professional services vetted through the Exodus HR department will be utilized if a situation occurs in which Exodus does not currently employ staff capable of performing proficiency screens.

1.5.2 Staff Training Plan

Exodus leadership and the MCRT Program Director will develop a formal training curriculum prior to the opening of this program. New-hire orientation and in-service trainings are provided by or coordinated through the Education Department Director, Human Resources, MCRT Leadership, and external trainers. Extensive training hours are provided to new staff to ensure education occurs before program implementation. Exodus will adhere to all County required training requirements such as critical incidence, privacy breach, and annual trainings. Additional trainings as required/recommended by county COR will be incorporated such as peer supervisor training and peer specialist training. All required training time is paid. Trainings provided shall be documented and maintained within staff training logs, HR personnel files, and/or other tracking systems.

Specialized Training for MCRT staff will be delivered through didactic lectures, clinical discussions, role playing and small group exercises. Role-plays and group exercises will build team cohesion and confidence when responding in the field. Properly trained and well-functioning teams will have an agreement on roles and goals, clear verbal and non-verbal communication, and crisis management skills. Additionally, teams will develop the trust and adaptability to know when staff may need to switch roles or adjust their approach in response to changes in the client's reactions.

Initial MCRT Program Training/Orientation will include:

- An overview of MCRT statement of work, design, models, service delivery, goals and outcomes
- An overview of all Exodus programs and the levels of care, tour of Exodus Vista programs
- Policies and procedures, MCRT protocols, forms
- Contractual requirements related to documentation, data collection, quality assurance
- Review of target population, expectations, assessments, transportation
- Review of all referral sources based on level of care and process for linkage
- Community relations, coordination of care, consultations, and collaboration

Annual Ongoing Training:

Exodus recognizes that it is important to develop a training program that meets the needs of both staff members and the organization, and it allows the organization to foster a culture of lifelong learning and continuing education for all staff. Exodus has a goal to provide all staff with both mandated and professional development education designed to support new staff as they learn the essential tasks related to their position and help veteran staff stay abreast of developments in the field. Exodus employs online learning as well as in-person opportunities for learning by offering RELIAS Learning and San Diego

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programs also have available Responsive Integrated Health Solutions (RIHS). Program Directors develop and provide trainings identified as relevant to the program on an ongoing basis. Program Directors will also make specific recommendations for staff members if areas of opportunity are identified. Variation and professional development will be encouraged when staff complete annual requirements such as four (4) hours of cultural competency.

Staff Training Table (course descriptions below):

TOPIC (estimated hours)	REQUIRED STAFF	FREQUENCY
MCRT Initial Training/Orientation (TBD)	All Program Staff	Initial
SAMHSA's National Guidelines for Behavioral Health Crisis Care Best Practice Toolkit (2 hour)	All Program Staff	Initial
Cerner/CCBH Electronic Medical Records (TBD)	All Program Staff	Initial
Data Collection (1 hour)	All Program Staff	Initial
Privacy/Confidentiality, Legal, Ethical Issues (1 hour)	All Program Staff	Initial & Annual
False Claims Act Training (1 hour)	All Program Staff	Initial & Annual
Abuse Prevention Investigation and Mandated Reporting (1 hour)	All Program Staff	Initial
Handle with Care with Verbal De-escalation (4 hours)	Direct Service Staff	Initial & Biennially
CPR First Aid (2 hours)	Direct Service Staff	Initial & Annual
Outreach and Engagement (1 hour)	All Program Staff	Initial
Home Visit Safety & Safety Practices for Outreach Teams (1 hour)	Direct Service Staff	Initial
Safety in the Field (2.5 hours)	Direct Service Staff	Initial
Trauma Informed Care (3 hours)	All Program Staff	Initial
Screening and Assessment (1 hour)	Direct Service Staff	Initial
Suicide Risk Factors, Screening, & Assessment (1.25 hours)	Direct Service Staff	Initial
Cultural Competency/Cultural Humility (4 hours)	All Program Staff	Initial & Annual
Working with People Experiencing Homelessness (1.5 hours eLearning + 1 hour in-person)	Direct Service Staff	Initial
Housing and Service Navigation (1hour)	Direct Service Staff	Initial
Evidence Based Practices to Address Target Population Specific Needs (1 hour)	Direct Service Staff	Initial

Staff Training Topics Course Descriptions

SAMHSA's National Guidelines for Behavioral Health Crisis Care Best Practice Toolkit: Program Director will utilize the SAMHSA toolkit to develop a program specific training. Training will include review of the national guidelines for behavioral health crisis care, how MCRT services align with these guidelines and Evidence Based Practices, field-based crisis intervention, and core elements and utilization of crisis response systems.

Cerner / CCBH Electronic Medical Records: Optum technical training for the navigation and data entry for the County of San Diego Electronic Medical Record.

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Data Collection: Quality Assurance Department will provide initial overview and ongoing training on outcome data collection that includes the accurate and timely completion of internal and external data collection and management systems such as Exodus database and Cerner MIS as well as documentation reviews and correcting deficiencies. This training will include basic and intermediate computer literacy skills.

Privacy/ Confidentiality, Legal & Ethical Issues - Orientation of Privacy, Confidentiality, HIPAA, CFR 42 Part 2, Article 14, Confidentiality/Legal, privacy and compliance standards are covered. Policies and Procedures are reviewed and discussion of monitoring, risk and effects of misconduct or violations, and prevention. Legal matters addressing Patient's Rights/ are taught. Training defines what personal health information is, the ways in which this information must be protected, and best practices for maintaining client privacy/confidentiality. This training also includes initial and ongoing trainings on Mandated Reporting, Crisis Intervention, 5150, privacy breaches, compliance in the field and office, security with technology and proper transport of PHI. Ethical Issues - will cover the Exodus Code of Conduct, Professional Boundaries, Self-Care, and review the ACA Ethical Decision Making Model for Crisis Counselors.

False Claims Act Training: Training covers the Federal False Claims Act (31 USC 3729-3730) and State False Claims Act (California Government Code 12650-12653)

Abuse Prevention Investigation and Mandated Reporting: The purpose of this course is to help you gain an understanding of what defines abuse, neglect, and exploitation. The prevalence, types, and consequences of abuse, neglect, and exploitation are discussed. Risk factors that contribute to people's vulnerability are reviewed along with guidelines for recognizing and preventing abuse neglect and exploitation. This course provides a review of mandated reporting requirements including information about who is mandated by law to report abuse, neglect, and exploitation. The process for reporting suspicions of or actual cases of abuse, neglect, or exploitation is provided. Ending with information about what can be expected from the investigative process and how to support a victim after the abuse, neglect, or exploitation occurred.

Handle with Care: Handle with Care Behavioral Management System – Verbal Intervention and De-escalation Training component only. This training will review the theoretical models upon which the system is based, these include: Tension/Tension Reduction Cycle, and Solid Object Relationship model. Training will also include the use of verbal, nonverbal, and paraverbal de-escalation techniques. Training will utilize role-plays. Handle with Care training is learning de-escalation techniques and how to manage assaultive behavior.

CPR/First Aid: Staff will receive initial and bi-annual CPR/First Aid training leading to certification through contracted trainers from the American Heart Association. All staff will learn about first aid, cardiac and breathing emergencies and the proper way to perform CPR on both adults, children, and infants. Staff learn how to take action to help someone in the event of an accident, injury or medical emergency. Training covers how to respond to someone who is injured, bleeding or even unconscious. Basic first aid strategies are taught and how to immediately when different types of situations requiring first aid arise.

Outreach and Engagement: As Exodus teaches, outreach is described as the process by which a trusting relationship between worker and client is established and engagement provides context for assessing needs, defining service goals, and agreeing on a plan for delivering these services. The main goals of outreach are to care for immediate needs, develop trusting relationships, and connect clients to mainstream services. Training will also cover the EBP, community resources, linkages, referrals and resources working with community outreach and engagement providers, law enforcement and EMS teams.

Home Visit Safety & Safety Practices for Outreach Teams: Training will cover safety tips to prepare for, conduct and leave a home visit. Training is designed to provide staff with knowledge to allow them to be

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safe and effective in their work. Topics include awareness of surroundings, parking safety and how to response to uncomfortable situations.

Safety in the Field: When staff work in the field, they encounter innumerable threats to their safety. Staying safe in the field is vital to staff health and the health of the people they serve. To respond quickly, staff must prepare for a dangerous situation before it occurs. The purpose of this course is to teach human service workers how to stay safe by using safety techniques while working in the field, delivering services, and conducting meetings at client residences. The safety techniques staff will learn can be applied to a variety of settings; however, most of the real-life examples in this course focus on visits to client homes. Staff will learn tips for how to prepare for, travel to, and conduct site visits while keeping safety in mind, including how to manage critically dangerous situations. Using real-life simulated examples, staff will have an opportunity to test safety awareness skills throughout this course so that they can apply them when they need them most in their own setting.

Trauma Informed Care: Training will include introduction to TIC through RIHS - define trauma, describe the effects of trauma on the brain, explain the concept of a trauma-informed lens, list the components of trauma-informed services, differentiate between trauma-informed services and trauma-specific services, and understand how to create a trauma-informed environment. The Program Director will develop a program specific training to expanded on this introduction to include TIC for crisis response teams and TIC for special populations (e.g., DV, Veterans, Homeless).

Screening and Assessment: Exodus staff will receive initial and ongoing training on how to conduct initial screenings for medical necessity including symptoms, functional impairments, preliminary diagnosis, and appropriate interventions. Brief biopsychosocial assessments as well as screenings for suicide and homicide risk, grave disability, and substance intoxication.

Suicide Risk Factors, Screening, and Assessment: As a healthcare professional who deals with at-risk people, staff know that those who are in distress are at an increased risk of suicide and that screening for suicidality is the first step in the process of prevention. This course dispels some of the common myths about suicide and provides staff with up-to-date and accurate information about best practices in suicide screening and assessment. Staff will learn about specific factors that elevate risk of suicide and about some specific high-risk groups. Through a blend of didactic and interactive exercises, staff will learn how to use screening instruments and several different models of comprehensive suicide assessment. The information staff learn in this course will help them potentially save the lives of the at-risk population we encounter.

Cultural Competency/Cultural Humility: This training provides an overview of cultural diversity and discusses various dimensions and issues of diversity, which are the fundamental tools that will enable staff to interact with others of diverse cultures and effectively perform their job responsibilities. During Exodus Orientation Trainings, staff and volunteers are familiarized with how Exodus ensures culturally and linguistically competent and relevant services that are welcoming, gender sensitive and appropriate to the target population in San Diego County through the use of the Exodus Cultural Competency Corporate Policy. Topics regarding Recovery Oriented Language and the significant value Exodus places on Culturally and Linguistically Appropriate Services (CLAS) Standards to reduce racial and ethnic health disparities are reviewed. The training stresses Exodus' goal to promote health equity through providing clear plans and strategies to guide collaborative efforts that address racial/ethnic and LGBTQI+ health disparities.

Working with People Experiencing Homelessness: From financial barriers, client resistance, and lack of trust, to fragmented care and support, individuals experiencing homelessness and their families face unique challenges that complicate the provision of treatment. In this course, staff will learn about the

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physical and mental health disparities that individuals who are homeless face, as well as the everyday dynamics of homelessness that complicate their involvement with service providers.

Housing and Service Navigation: Housing and Service Navigation Training will focus on screening and assessing clients using the VI-SPDAT to determine their homelessness status or risk of becoming homeless. This training will cover the HUD definition of homelessness and chronic homelessness, creating homeless time lines, obtaining required homelessness verification documents, engaging clients in the housing process and assisting them in reaching match ready status. Staff will also learn about the variety of available housing subsidies including eligibility criteria, application process, program service requirements and move-in assistance. Staff will also receive training on Tenancy Retention services such as housing searches, landlord interviews, good tenant and good neighbor practices, crisis intervention and conflict resolution, landlord communication and advocacy and eviction prevention services.

Evidenced Based Practices (EBP) to Address Target Population Complex Needs: This training helps bridge the gap between research and practice for optimal service delivery of Exodus clients. Staff learns the different definitions of Evidence Based Practices (EBPs) and how EBPs are developed. The training focuses on the well-established EBPs of Motivational Interviewing (MI) and Skills Development, Housing First Model, Critical Time Intervention (CTI), Harm Reduction to foster collaborative relationships, empathy and create an individualized approach to the outreach and engagement process continuum as well as Dialectic Behavioral Therapy and Cognitive Behavioral Therapy along with other EBPs specific to this high-risk, SMI population.

2. ORGANIZATIONAL CAPABILITY, EXPERIENCE AND QUALIFICATIONS

2.1 Offerors Resume:

Exodus is frequently in the vanguard of new County-organized initiatives and research projects organized around vulnerable, complex populations. These requests are the outcome of our knowledge and experience of the problems, barriers and issues associated with clients who are frequent users of crisis services, emergency rooms, detoxification services, jails, or hospitals and have also been identified with co-occurring diagnosis. Our organization is often asked to participate in innovative pilot projects.

In 2017, Exodus was awarded a contract in San Diego County to pilot a Whole Person Wellness program (WPW). Here is an excerpt from the *San Diego County News Center* regarding this pilot program:

The Exodus WPW program has surpassed performance objectives in enrolling over 50% of this difficult population to engage, decreased the number of Emergency Department visits, hospital days spent in psychiatric inpatient units, and linking clients to primary care providers.

Due to Exodus' experience being successful in implementing innovative programs, Exodus were selected to be one of two START programs in the state of California. START is a nationally recognized evidence-based model for a 24/7 crisis intervention and crisis prevention program developed through the University of New Hampshire, Center for START Services. Through this program, Exodus provides outreach, comprehensive evaluation, clinical support to those in crisis, cross-systems crisis prevention and intervention planning, family support, and education. First year's accomplishments from this new program in California include a reduction in usage of emergency services and hospital stays while having a high rate of client and family satisfaction for services provided. This program uses a systems-linkage approach to service provision which has strengthened linkages between community resources.

As a contract agency for the Los Angeles County Department of Mental Health (LAC DMH), Exodus delivers Full-Service Partnership services for adults between the ages of 26 and 59 at five (5) different locations. In 2018, a specialized FSP contract was expanded to add the Integrated Mobile Health Team

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(IMHT) which is an adult, 100% field-based, “street medicine” team providing mental health services, physical health services, substance abuse services and housing using an integrated, holistic approach. The population of individuals served by the IMHT team are seriously mentally ill, homeless, have a chronic medical condition and may have a substance use disorder.

Mental health services provided include assessment, therapy, targeted care management, family support, crisis intervention and medication support. Physical health services include assessment and treatment, chronic disease management, and preventative screening and education. Other services include housing placement and retention, benefit acquisition, and support for employment and educational services.

Other contracts implemented and developed in the last five years relevant to this current RFP are as follows:

Crisis Transition Teams: We have teams in North/East, South, and West Los Angeles that are dedicated to linkage/referral and Housing First navigation services for individuals with mental illness who are high utilizers of urgent care centers. These teams serve a combined 919 clients each year.

Homeless Task Force: Field based linkages and referrals, Housing First navigation services, complex, homeless high utilizers of public health system/336 clients per year.
See Attachments pages. 58-64 for Letters of Support.

2.1.1 Experience Grid

The Exodus Experience Grid document dates of operation for each program for up to five (5) most recent contracts can be found in See Attachments pages 65-67.

2.1.2 Corrective Action, Contract Risk Report, or other compliance issues history.

Over the past five (5) years, Exodus has had no Corrective Actions/Non-Compliance issues.

2.2 Organization Chart

See Attachments page 68 for the Exodus Services Organizational Chart.

2.3 Staffing Chart

See Attachments page 69 for the Exodus MCRT Staffing Chart.

2.4 Job Descriptions

The Job Descriptions for the following position can be found in See Attachments pages 70-74.

- Program Director
- Behavioral Health Coordinator 2 (Licensed Clinician)
- Behavioral Health Coordinator 1 (Care Manager)
- Community Health Worker (Peer)
- Program Support Assistant

3. ORGANIZATIONAL STABILITY AND RISK

3.1. Financial Information:

3.1.1. Fiscal solvency.

See separate Confidential/Proprietary section for documentation demonstrating fiscal solvency.

Outlined below is our Fiscal Management Policy which details our process in maintaining Fiscal Solvency.

- Budgets of anticipated income and expenses are developed, in coordination with the Certified Public Accountant (CPA) for Exodus contracted programs, concurrently with initial program development and submitted with program proposals and contract renewals.
- Records of actual income and expenses (by source and program) are maintained by the Exodus

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Controller at the Exodus Administrative Offices. Monthly Budget versus Actual reports are generated and reviewed regularly by the Exodus Executive Management staff and the CPA for variances.

- Variances are addressed with Program Managers as necessary.
- Records, both paper and electronic, as well as financial supplies (i.e., blank checks, deposit slips, endorsement stamps, etc.) are secured when the Controller's office is unattended and after hours. Access is limited and keys are issued to the Controller, Sr. Staff Accountant, Chief Operating Officer (COO) and Chief Executive Officer (CEO).
- No financial records shall be released to any requestor without consent of the COO or CEO.
- Annual budgets are developed utilizing historic data, variance analysis and income and expense projections.
- Revenue and expense data is submitted regularly to the Contractor as required or requested.
- A cost report prepared by the CPA is submitted to the County annually.

3.1.2. The most current un-audited financial statements.

See Confidential/Proprietary file pgs. 130-131 for the most recent un-audited financial statements.

3.1.3.- 3.1.3.4 Last three (3) fiscal year's annual audit report.

See Confidential/Proprietary file pgs. 132-150 for the last three (3) fiscal year's Annual audit reports. Note: due to COVID the 2019 fiscal year external audit is pending so please refer to the un-audited financials in response to 3.1.2.

3.1.4. Systems/Accounting Information.

To establish the procedure for the entry/tracking of revenue and expenditures for Exodus Recovery, Inc. (Exodus), and its Divisions uses Generally Accepted Accounting Principles (GAAP). Exodus utilizes an electronic accounting software system (QuickBooks) and entries, tracking and payments shall be recorded in that system. Paper records shall be established and maintained in accordance to other accounting policies/procedures. See below Process outlining Exodus Recovery Accounting System.

- Accounting Staff shall be assigned to an Exodus Division(s). Pursuant to their Job Description and the other accounting policies and procedures, the assigned staff shall be responsible for receipt of expenditures, ensuring they meet written standards, assignment of the appropriate general ledger account and preparation of reports as requested.
- Users are established and modified by the Chief Operations Officer (COO). Each Accounting Staff shall have their own log-in and password for the system. Staff shall not share their information with anyone to protect the integrity of the accounting system.
- The Controller, CFO and COO shall review the audit trail and other accounting reports periodically to ensure compliance with all established policies and procedures.
- Financial reports are prepared by the Controller and presented to the CFO and COO, and then to the CEO for review at a minimum on a monthly basis to ensure the Divisions operate within funding allocations.
- Accounting Staff shall bring to the attention of the department/corporate management any discrepancies or anomalies noted by them promptly.
- Pursuant to payor contract requirements/guidelines, Exodus shall have an independent external audit conducted annually for each payor.

3.1.5. Sixty(60) sufficient reserves.

Please see Confidential/Proprietary file pgs. 151-152 for copies of two months bank statements that documents sufficient reserves to maintain the program for sixty (60) days.

3.1.6. Cost Allocation Plan.

The Exodus FY20/21 Cost Allocation Plan can be found in See Attachments pages 75-76. This plan is

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reviewed and updated at a minimum annually and identifies how administration costs and other shared costs are allocated between programs.

3.1.7. Federally Approved Indirect Rate.

Exodus does not have a federally approved indirect rate.

3.2. References.

3.2.1-3.2.4 (See Reference Grid Below)

REFERENCE #1

3.2.1	Organization's name address, phone number & purpose	Community Health Group 2420 Fenton St., Ste 100 Chula Vista, CA 91914 619) 422-0422 Purpose: Health Plan
3.2.2	Contact person: Name, title, phone number & email	George Scolari, 2420 Fenton St., Ste 100 Chula Vista, CA 91914 (619) 422-0422 gscola@chgsd.com
3.2.3	Brief statement of the person's / organization's relationship to Exodus & Period of relationship	Mr. Scolari serves as co-chair of the Whole Person Wellness (WPW) Management Committee and has for the past two years. As co-chair George has knowledge of Exodus WPW contract compliance, performance, reputation and outcomes. Mr. Scolari, representing Community Health Group, has worked collaboratively with Exodus regarding client access to care through the Exodus Walk-In Assessment Center (WIAC) programs since 2008.
3.2.4	Summary narrative of applicable work; fee and contract term; problems for the work	<div> Whole Person Wellness program is an HHSA, BHS contracted program. Provides outreach and engagement, assessment, linkage, crisis intervention and case management for individuals who are homeless and at risk for homelessness in the North County region. </div> <div> WIAC/Telehealth services is an HHSA, BHS contracted program. Provides walk-in behavioral health assessment, crisis intervention, medication services and linkage to community services. </div> <div> Contract Term: 12/2017 – current Contract Amount: \$9.1 million Contract Term: 2008-6/2021 Contract Amount: \$2.1 million </div>

REFERENCE #2

3.2.1	Organization's name address, phone number & purpose	Neighborhood Healthcare 425 N. Date St. Escondido, CA 92025 (760) 520-8340 Purpose: Physical and behavioral health care
3.2.2	Contact person: Name, title, phone number & email	Wendi Vierra, PhD Director of Operations – Behavioral Health Neighborhood Healthcare 425 N. Date St. Escondido, CA 92025 (760) 520-8340 Wendi.vierra@nhcare.org

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3.2.3	Brief statement of the person's / organization's relationship to Exodus & Period of relationship	Neighborhood Health and Exodus Recovery have a 12-year history of successful partnership collaborating physical and behavioral health services for shared clients in North County. Exodus and Neighborhood Healthcare (NHC) are partners in the North County Integration Initiative. Partnership between agencies has existed since 2008. Relationship with Dr. Vierra began in 2016.	
3.2.4	Summary narrative of applicable work; fee and contract term; problems for the work	<p>WIAC/Telehealth services is an HHSA, BHS contracted program. Provides walk-in behavioral health assessment, crisis intervention, medication services and linkage to community services. Neighborhood Healthcare (NHC) has been a partner in coordination of care and regional integration initiatives. All WIAC clients are referred to primary care clinics and Neighborhood Healthcare is an FQHC clients are referred to. NHC has referred clients in need of urgent behavioral health services and crisis interventions services to WIAC to fill the need for services while waiting for</p>	<p>Contract Term: 2008-current Contract Amount: \$2.1 million</p>

REFERENCE #3

3.2.1	Organization's name address, phone number & purpose	<p>San Diego Regional Center 4355 Ruffin Rd., Ste. 200 San Diego, CA 92123 Purpose: Service coordination for individuals with intellectual and developmental disabilities</p>
3.2.2	Contact person: Name, title, phone number & email	<p>Peggie Webb, MA Manager of Forensic & Behavioral Health Services San Diego Regional Center 4355 Ruffin Rd., Ste. 104 San Diego, CA 92123 (858) 560-4420 Peggie.webb@sdrc.org</p>
3.2.3	Brief statement of the person's / organization's relationship to Exodus & Period of relationship	<p>Ms. Webb facilitated Exodus pilot project start-up and monitors on-going contract compliance for 2 Exodus contracts through the San Diego Regional Center. Our agencies collaborate together to design and implement pilot projects to serve individuals with Intellectual and Developmental Disorders (IDD), behavioral health, and justice system involvement.</p>

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3.2.4	Summary narrative of applicable work; fee and contract term; problems for the work	<p>Project Connect is an Exodus program funded by the San Diego Regional Center to provide assessment and treatment to individuals with IDD and behavioral health diagnoses also involved or at risk for involvement in the criminal justice system.</p> <p>START is an Exodus program funded by the San Diego Regional Center to provide 24/7 crisis prevention and intervention for individuals with autism, IDD and concurrent behavioral health diagnoses.</p> <p>Our two agencies collaborate to provide education and consultation to one another to broaden understanding and access to services for those we serve.</p> <p>Exodus serves as a resource to Regional Center for navigating the various systems of care. Ms. Webb supervises Exodus' performance for Regional Center Contracts of two pilot projects, Project Connect and currently supervising the START crisis prevention and intervention program.</p>	<p>Project Connect Contract Term: 7/2011 – current Contract Amount: \$895,000</p> <p>SD START Contract Term: 10/2019 – current Contract Amount: \$4.5 million</p>
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3.2.5. If previous work was not similar.

N/A

3.2.6. County of San Diego staff member as a reference.

N/A

3.3. Litigation: any litigation in the past five (5) years related to Offeror's performance.

Exodus has had no lawsuits or pending litigation in the past five (5) years related to our performance.

3.3.1. Status of any lawsuits/pending litigation of Offeror/principals in the past five (5) years.

Exodus nor its principals has had no lawsuits or pending litigation in the past five (5) years related to our past performance under contracts similar to the one proposed in this RFP.

3.3.2. Offeror's attorney for the most recent fiscal year.

See Attachments page 77 for the attorney letter regarding no lawsuits or pending litigation for the most recent fiscal year.

4.0 COSTS

4.1 Budgets

Exodus Recovery is submitting a budget for five (5) 12 months periods including startup period totaling \$4,810,668.68 for operational expenses and start-up cost. The proposed budget is based on an existing Exodus program of similar size, adjusting for San Diego County specifics utilizing existing Exodus San Diego County programs. Staffing, operational expenses and Flex Funds are based upon proposed client enrollment as noted in the RFP. This budget reflects the most cost-effective program while maintaining state mandated staffing ratios.

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4.1.1 Exhibit C – Budget Forms

Exodus is submitting a completed budget for the initial term of contract and four (4) additional option years as these subsequent years include estimated increased costs and staffing increases. (See Cost/Price Exhibit file pages 78 – 127). Each budget set includes the pricing summary. Budgets have been prepared per current contract protocols. Pursuant to the Q&A responses, we did not include Medi-Cal revenue. Should the County decide to bill Medi-Cal for these services, Exodus understands that it will need to obtain Medi-Cal certification and our budget adjusted to reflect Medi-Cal Units of Service and Billing Units.

4.1.2 Pricing Schedule

See Cost/Price Exhibit file page 128 for the Exhibit C Pricing Schedule.

4.1.3 – 4.1.3.8 Salary Increases

Exodus included the cost of living, merit or anniversary increases for each position per each contract fiscal year's budget. We have an established salary range for each position that conforms with industry standards. Furthermore, Exodus acknowledges salary increases must be included in the initial budget proposal or they will be disallowed at any time during the performance of the contract unless: the COR increases contract responsibilities which results in increased budgeted position responsibilities; or the program is legislatively approved for a cost of living adjustment; or Exodus experiences documented recruitment or retention problems including how long position has been vacant, prevailing wage, and recruitment efforts; Exodus will receive advance written COR approval for any salary increases resulting from recruitment and retention problems; should Exodus enter into any union agreements, salary increase under such agreements requires COR pre-approval and no change to the total amount of the contract.

4.1.4 Start-Up Funding

Exodus submitted a Start-up budget totaling \$73,360.80. Exodus understand that the Start-up funds are subject to negotiation at the discretion of the County of San Diego. Exodus further understand that the Start-up funds are for the initial contract term and must be expanded within the first 90 days of contract execution. We are anticipating a 30 day start-up period. See Cost/Price Exhibit file page 129.

5. ACCEPTANCE OF COUNTY TERMS AND CONDITIONS AND INSURANCE

5.1. Confirm (YES/NO) in accordance with 8.9.1 in the County Services Template, Offeror certifies that it and its subcontractors have not used Federal appropriated funds to pay any persons or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352. List as a disclosure any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by Offeror or Offeror's subcontractors.

Yes ☒ No ☐

5.2. The terms and conditions have been provided as part of the RFP. Offeror should respond to these documents including Terms and Conditions and Definitions in RFP in accordance with the procedures and format set forth below.

Confirm (YES/NO) your organization's acceptance of the proposed County standard terms and conditions and insurance requirements as presented in the RFP.

Yes ☒ No ☐

ATTACHMENTS

EXODUS RECOVERY, INC.
Administrative Offices
9808 Venice Boulevard, Suite #700
Culver City, California 90232-6824
(310) 945-3350 Phone
(310) 945-3355 FAX

Memorandum of Understanding

Exodus Recovery, Inc. (Exodus), is bidding on a proposal for COUNTY OF SAN DIEGO (RFP 10417) MOBILE CRISIS RESPONSE TEAM. This memorandum of understanding serves as an agreement to formalize and facilitate a working relationship between the two agencies should Exodus be a successful bidder.

Agency Name: After Dawn Services, LLC

Address and Phone Number: 306 W. El Norte Pkwy, #69, Escondido, CA 92026, 760-215-2183

Services to be Provided by Agency: Medical transport/escort services, wheelchair accessible transportation

Both agencies agree to work collaboratively on behalf of the clients associated with this program. In summary, this memorandum provides evidence that both agencies will work together toward the mutual goal of providing maximum available assistance and coordination services for clients served by the Exodus Mobile Crisis Response Team. This memorandum will stay in effect until either party notifies the other. Termination will be made in writing and will be received 30 days before the termination date.

By: Jeff Everitt Title: Owner/Operator

Signature

Date: 8-20-20

For the Exodus:

By: Luana Murphy Title: President/CEO

Signature

Date: 8.24.2020

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Agency Name: Community Research Foundation

Address and Phone Number: 1202 Morena Blvd., Ste. 100, San Diego, CA 92110, 619-275-0822

Services to be Provided by Agency: START Program – Crisis Residential Beds.

Both agencies agree to work collaboratively on behalf of the clients associated with this program. In summary, this memorandum provides evidence that both agencies will work together toward the mutual goal of providing maximum available assistance and coordination services for clients served by the Exodus Mobile Crisis Response Team. This memorandum will stay in effect until either party notifies the other. Termination will be made in writing and will be received 30 days before the termination date.

By: Jack Farmer, Ph.D

Title: CAO/Sr. VP of Administration

Signature

Date:

For the Exodus:

By: Luana Murphy

Title: President/CEO

Signature

Date:

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Agency Name: Neighborhood Healthcare

Address and Phone Number: 425 N. Date Street, Escondido, CA 92025, 760-520-8300 and/or
760-520-8340.

Services to be Provided by Agency: Primary care and behavioral health services.

Both agencies agree to work collaboratively on behalf of the clients associated with this program. In summary, this memorandum provides evidence that both agencies will work together toward the mutual goal of providing maximum available assistance and coordination services for clients served by the Exodus Mobile Crisis Response Team. This memorandum will stay in effect until either party notifies the other. Termination will be made in writing and will be received 30 days before the termination date.

By: Rakesh Patel, MD

Title: Chief Executive Officer

DocuSigned by:

Rakesh Patel
Signature

Date: 8/19/2020 | 11:28 AM PDT

For the Exodus:

By: Luana Murphy

Title: President/CEO

Luana Murphy
Signature

Date: 8.24.2020

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Agency Name: AirCare Ambulance

Address and Phone Number: 2105 Camino Vida Roble, Ste. A, Carlsbad, CA 92011, 760-602-8401
and/or 760-670-5622

Services to be Provided by Agency: Ambulance transport to appropriate level of medical care

Both agencies agree to work collaboratively on behalf of the clients associated with this program. In summary, this memorandum provides evidence that both agencies will work together toward the mutual goal of providing maximum available assistance and coordination services for clients served by the Exodus Mobile Crisis Response Team. This memorandum will stay in effect until either party notifies the other. Termination will be made in writing and will be received 30 days before the termination date.

By: Alicia Sullivan

Title: Director of Business Development

Signature

Date: 8.24.2020

For the Exodus:

By: Luana Murphy

Title: President/CEO

Signature

Date: 8.24.2020

LOS ANGELES POLICE DEPARTMENT



MICHEL R. MOORE
Chief of Police

ERIC GARCETTI
Mayor

P. O. Box 30158
Los Angeles, CA. 90030
Telephone: (213) 996-1300
TDD: (877) 275-5273
Ref #: 8.2

June 10, 2020

Rexford Manuel
Program Director
Exodus Urgent Care East
1920 Marengo Street
Los Angeles, CA 90033

Dear Mr. Manuel:

In response to the death of Mr. George Floyd at the hands of Minneapolis police officers and subsequent nationwide protests, the Los Angeles Police Commission has directed the Los Angeles Police Department (LAPD) to train an additional 900 officers in the 40-hour Mental Health Intervention Training (MHIT) by the end of this year. To accomplish this, the LAPD will reinstate the MHIT Program beginning in July 2020. The goal is to have classes on a weekly basis.

The Exodus Recovery Mental Health Urgent Care Center has played an important role in this training, facilitating student site visits to develop a better understand the care provider network available to persons in crisis. Your agency's participation has made this one of the most sought after and impactful training and programs of its kind in the nation.

The Department is requesting your support and assistance in accomplishing this very important task, ensuring we provide front line police officers with the tools necessary to properly engage, recognize, and de-escalate situations involving persons suffering from mental illness.

If you have any questions please contact Lieutenant Brian Bixler, Officer in Charge, Detective Support and Vice Division, Crisis Response Support Section at (213) 996-1349 or via email at 33308@lapd.online.

Respectfully,


MICHEL R. MOORE
Chief of Police

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Homeless Taskforce

Clear Filters

Client Name	DOB	SSN	HMIS	Active	Current Status	Current Date	Current Program	Client Description
				Active	Active	1/22/2020	NELA	Average height white male with short short greyish . Client frequent
				Active	Active	1/22/2020	NELA	Female living in blue tent. Heavy set
				Active	Active	4/10/2020	NELA	Heavy build hispanic woman dark skin with curly hair.
				Active	Active	10/22/2019	LAC-USC	TALL HEAVY SET MAN, SHORT SALTnPEPPER HAIR, SOME FACIAL HAIR
				Active	Active	4/3/2019	NELA	Short,thin male client currently staying at dolores mission
				Active	Active	6/12/2020	NELA	CT is a 50 year old latino male. He is tall with a husky build. He's b.
				Active	Active	9/17/2019	NELA	Older latino male. Mid length and white hair.
				Active	Active	5/17/2018	NELA	Hispanic Female living in her car with her uncle
				Active	Active	10/7/2019	NELA	client is a 70 year old Honduran male who has been living on the si
				Active	Active	2/27/2019	NELA	Older hispanic female with walker and service dog
				Active	Active	7/29/2019	NELA	Curvy woman who stays in RV
				Active	Active	2/21/2019	NELA Generalist	aka Benny Bernales. CM RS described client as a bald man with sm:
				Active	Active	3/6/2020	NELA	Average height male, identifies as Native American, long black hair
				Active	Active	8/6/2020	LAC-USC	Hispanic older male with short grey hair approximately 5'4" . Medi
				Active	Active	10/15/2019	LAC-USC	SHORT STATURE, TATTOOS ON CHEST, USUALLY WEARS HAIR DOWN, L
				Active	Active	1/3/2020	NELA	Mid height male in his 20s. Has stretched ears. Has neck tatoos and
				Active	Active	7/23/2020	NELA	Elderly black male standing 6-feet-tall with a shaved head. The mal
				Active	Active	3/15/2019	NELA	Female hispanic client ETOH abuse
				Active	Active	6/25/2020	LAC-USC	Client is a 39yr old latino male with a large build, baldhead with te
				Active	Active	8/15/2019	NELA Generalist	Client is a 35 year old female. Has medium length hair, light compl
				Active	Active	6/21/2018	LAC-USC	Bald head-heavy set- can be quite loud - PACIFIC CLINICS FSP PROVI
				Active	Active	9/12/2019	NELA	Latino male. Short in stature. About 5'5. Thin body. Wears gray hat
				Active	Active	8/5/2020	NELA	Outreached at 405 S Boyle Ave near the 5 South freeway exit. Shoulc
				Active	Active	10/27/2019	NELA	Latino male standing 5-feet-Sinches with low hair cut clean shaving
				Active	Active	9/5/2019	NELA	Mid age latino male. Mid height and heavy set. Short peppered hair

Reports

Add New Client

Close

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Homeless Taskforce

Client Information

(Orchid)

* First MRN Language English

Middle HMIS Ethnicity Latino

* Last SSN Race White

DOB * Age 60 Gender Male

Client Description

aka CM RS described client as a bald man with small eyes who is slightly overweight.

Program	Referred	Referral Source	Outreach	Active	Inactive	Inactive Reason	ADD new period of engagement
<input checked="" type="checkbox"/> NELA Generalist	2/21/2019	Park	2/21/2019	2/21/2019			
<input checked="" type="checkbox"/> NELA	6/20/2018	Community	7/3/2018	7/12/2018	12/28/2018	Referred to other team	

Dates Demographics Outreach/Engagement Linkages Made

* Referral 2/21/2019 NELA Generalist

Initial Outreach 2/21/2019 Park

Active 2/21/2019

Inactive

Inactive Reason

Comment

Delete

Save and Close

Sample Access database and reports for an existing Exodus program (Homeless Taskforce)

Dates	Demographics	Outreach/Engagement	Linkages Made
	Insurance <input type="text"/>	Indigent <input type="text"/>	Income Source <input type="text"/>
	MediCal Eligible <input type="text"/>	Unknown <input type="text"/>	Completed <input type="text"/>
	Military Status <input type="text"/>	Time Homeless <input type="text"/>	Submitted <input type="text"/>
	Legal Status <input type="text"/>	Homeless Location <input type="text"/>	Previously Completed <input type="text"/>
		Where Homeless <input type="text"/>	Permanently Housed <input type="text"/>
			Clinical Assessment <input type="text"/>

Dates	Demographics	Outreach/Engagement	Linkages Made	Can't Locate	Meet / Greet	Food / Water	Hygiene Item	Bus Token	Cigarette	Other	Staff	Comment
<input checked="" type="checkbox"/>	2/21/2019	4:30 PM		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Jo Dominguez	Ct was referred to NELA G team as client is located in a public space
<input checked="" type="checkbox"/>	2/27/2019	2:00 PM		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Jo Dominguez	Team ran into ct at HLP Rec Center. Cm talked to ct about past serv
<input checked="" type="checkbox"/>	3/11/2019	9:30 AM		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Jo Dominguez	Team met with client. Scheduled to go to SSA office tomorrow morr
<input checked="" type="checkbox"/>	3/12/2019	9:30 AM		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Jo Dominguez	CM went to Cx's location for scheduled appt. Cx was not present. Cn
<input checked="" type="checkbox"/>	3/13/2019	10:00 AM		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Jo Dominguez	CM gave client a call. No answer. CM left a voicemail informing the
<input checked="" type="checkbox"/>	3/26/2019	1:02 PM		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Jo Dominguez	Team outreached Cx's regularly location. Location was cleared out b
<input checked="" type="checkbox"/>	3/27/2019	11:30 AM		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Jo Dominguez	CM met client at Highland Park Rec Center. Cx stated he was clear
<input checked="" type="checkbox"/>	4/1/2019	12:00 PM		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Jo Dominguez	CM visited Highland Park Rec Center. Could not locate Cx. Cm inquir

Dates	Demographics	Outreach/Engagement	Linkages Made	Date	Referral Category	Agency / Resource	Comment

REPORTS

Report Name	>
Program	Active By Date
From	Current Status
	Outreach by Date Range
	Referrals by Date Range
	Status for All clients

Sample Access database and reports for an existing Exodus program (Homeless Taskforce)

Active By Date

Homeless Taskforce

Clients Opened between 6/1/2020 and 7/31/2020

Program	Status	Client	HMIS #	Referred From	Referred	Outreach	Active	Inactive		
LAC-USC										
Active				Hospital grounds	6/16/2020	6/16/2020	6/17/2020			
				Hospital grounds	7/15/2020	7/15/2020	7/15/2020			
				ED (Medical)	6/15/2020	6/15/2020	6/15/2020			
				Hospital grounds	7/10/2020	7/10/2020	7/10/2020			
				Hospital grounds	6/25/2020	6/25/2020	6/25/2020			
				Hospital grounds	6/23/2020		6/29/2020			
				Hospital grounds	7/21/2020	7/21/2020	7/21/2020			
				Hospital grounds	7/10/2020	7/10/2020	7/31/2020			
8 LAC-USC client(s) that were Active as of 7/31/2020										
Inactive				Hospital grounds	6/24/2020	6/24/2020	6/24/2020	6/25/2020		
				Hospital grounds	6/30/2020	6/30/2020	6/30/2020	7/1/2020		
				ED (Medical)	7/2/2020	7/2/2020	7/2/2020	7/20/2020		
				ED (Medical)	6/8/2020	6/8/2020	6/8/2020	6/8/2020		
4 LAC-USC client(s) that were Inactive as of 7/31/2020										
12 Total LAC-USC client(s) opened during selected date range										
NELA										
Active				Outreach	6/12/2020	6/12/2020	6/12/2020			
				Outreach	5/27/2020	5/27/2020	6/12/2020			
				Outreach	7/10/2020	7/10/2020	7/10/2020			
				Outreach	7/23/2020	7/23/2020	7/23/2020			
				LAC-USC HTF	2/13/2020	2/13/2020	7/27/2020			
5 NELA client(s) that were Active as of 7/31/2020										
5 Total NELA client(s) opened during selected date range										
17 Total client(s) for all programs										

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Page 1 of 1

Sample Access database and reports for an existing Exodus program (Homeless Taskforce)

Current Status

Homeless Taskforce					
Current status as of 8/11/2020					
Program	Status	Client	Referred From	Referred	Outreach
LAC-USC					
	Active				
			Hospital grounds	6/21/2018	6/21/2018
			Hospital grounds	8/15/2018	8/15/2018
			ED (Medical)	11/16/2018	11/16/2018
			Hospital grounds	12/10/2018	12/10/2018
			Hospital grounds	2/22/2019	2/27/2019
			Hospital grounds	2/8/2019	3/5/2019
			Social work department	4/23/2019	4/24/2019
			Hospital grounds	4/22/2019	5/2/2019
			ED (Medical)	5/13/2019	5/14/2019
			Hospital grounds	7/23/2019	7/24/2019
			Hospital grounds	8/9/2019	8/9/2019
			Hospital grounds	10/2/2019	10/2/2019
			Hospital grounds	10/10/2019	10/15/2019
			Hospital grounds	10/21/2019	10/22/2019
			Hospital grounds	8/9/2019	11/5/2019
			Hospital grounds	11/18/2019	11/19/2019
			Hospital grounds	12/27/2019	12/27/2019
			Hospital grounds	8/23/2019	1/21/2020
			Hospital grounds	2/7/2020	2/7/2020
			Hospital grounds	2/18/2020	2/18/2020
			Hospital grounds	2/28/2020	2/28/2020
			Hospital grounds	2/28/2020	2/28/2020

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Sample Access database and reports for an existing Exodus program (Homeless Taskforce)

Outreach by Date Range

Homeless Taskforce		Outreach Services Summary Between 7/1/2020 and 7/31/2020									
Staff	Unable to Contact	Meet / Greet	Food / Water	Hygiene Items	Gift Card	Bus Tokens	Cigarettes	Other	TOTAL SERVICES	TOTAL EVENTS	
LAC-USC		0	1	1	0	0	0	1	4	1	
		5	3	6	1	0	0	6	21	16	
		0	0	2	1	0	0	2	5	3	
		2	3	9	4	0	0	18	36	23	
		3	4	2	1	0	0	5	15	9	
		0	1	1	1	0	0	1	4	1	
		10	22	19	10	0	1	41	103	57	
TOTALS	20	34	40	19	0	0	1	74	188	110	
NELA		5	30	19	13	0	0	18	85	38	
		1	0	0	0	0	0	1	2	2	
		0	21	27	3	0	2	30	83	32	
		4	0	0	0	0	0	5	9	9	
		8	4	9	5	0	0	11	37	19	
		4	46	46	2	0	0	47	145	51	
		0	4	6	5	0	0	6	21	12	
		0	19	20	1	0	0	12	52	21	
		0	0	2	0	0	0	3	5	3	
		0	0	0	0	0	0	5	5	5	
		6	54	34	27	0	2	1	105	84	
		0	1	2	0	0	0	2	5	3	
TOTALS	28	179	165	56	0	2	3	181	614	279	
NELA Generalist		0	1	1	0	0	0	1	3	1	
		0	0	4	0	0	0	4	8	4	
		0	1	2	1	0	0	2	6	2	
		0	1	2	1	0	0	2	6	2	
		4	13	11	1	0	0	20	49	28	
		0	1	1	1	0	0	3	6	3	
TOTALS	4	17	21	4	0	0	0	32	78	40	
TOTALS FOR ALL PROGRAMS		52	230	226	79	0	2	4	287	880	429

Sample Access database and reports for an existing Exodus program (Homeless Taskforce)

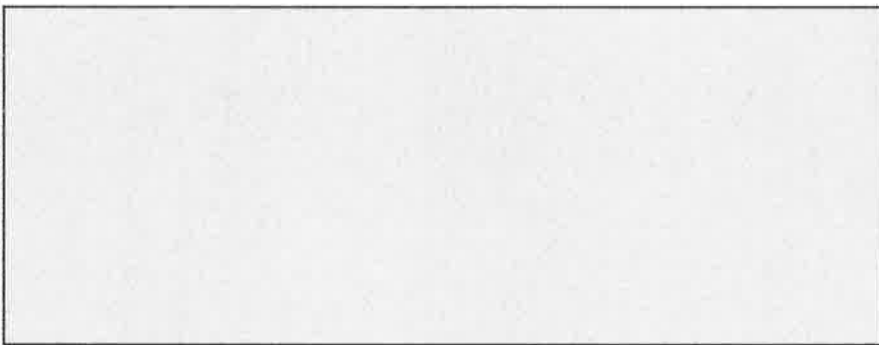
Referrals by Date Range

Homeless Taskforce		Referrals/Resources Summary Between 7/1/2020 and 7/31/2020	
Program	Referral/Resource Category		
LAC-USC			
	Document Assistance	1	1 Driver's License/ID
	Mental Health Center	2	
			1 Exodus - IMHT/S-FSP
			1 Exodus - East UCC
	Permanent Housing Linkage	1	
			1 Other Subsidy
	TOTAL	4	LAC-USC
NELA			
	Document Assistance	1	
			1 Driver's License/ID
	Mental Health Center	1	
			1 Exodus - West UCC
	Other	1	
			1 Showers of Hope
	Transportation	1	
			1 Other Transportation
	TOTAL	4	NELA
NELA Generalist			
	Interim Housing	1	
			1 DHS HFH Interim Housing
	Other	1	
			1 Other Services
	Permanent Housing Linkage	1	
			1 Other Subsidy
	TOTAL	3	NELA Generalist
TOTALS FOR ALL PROGRAMS		11	

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Sample Access database and reports for an existing Exodus program (Homeless Taskforce)

Status for All Clients

Homeless Taskforce		Status of All Clients as of 8/11/2020				
Program	Status	Client	Referred From	Referred	Outreach	Active
LAC-USC	Active		Hospital grounds	6/21/2018	6/21/2018	6/21/2018
			Hospital grounds	8/15/2018	8/15/2018	8/15/2018
			ED (Medical)	11/16/2018	11/16/2018	11/16/2018
			Hospital grounds	12/10/2018	12/10/2018	12/10/2018
			Hospital grounds	2/22/2019	2/22/2019	2/27/2019
			Hospital grounds	2/8/2019	2/8/2019	3/5/2019
			Social work department	4/23/2019	4/23/2019	4/24/2019
			Hospital grounds	4/22/2019	4/22/2019	5/2/2019
			ED (Medical)	5/13/2019	5/13/2019	5/14/2019
			Hospital grounds	7/23/2019	7/23/2019	7/24/2019
			Hospital grounds	8/9/2019	8/9/2019	8/9/2019
			Hospital grounds	10/2/2019	10/2/2019	10/2/2019
			Hospital grounds	10/10/2019	10/10/2019	10/15/2019
			Hospital grounds	10/21/2019	10/22/2019	10/22/2019
			Hospital grounds	8/9/2019	8/9/2019	11/5/2019
			Hospital grounds	11/18/2019	11/18/2019	11/19/2019
			Hospital grounds	12/27/2019	12/27/2019	12/27/2019
			Hospital grounds	8/23/2019	8/23/2019	1/21/2020
			Hospital grounds	2/7/2020	2/7/2020	2/7/2020
			Hospital grounds	2/18/2020	2/18/2020	2/18/2020
			Hospital grounds	2/28/2020	2/28/2020	2/28/2020

Homeless Taskforce: NELA Generalist Referrals/Resources Summary
Between 06/01/2017 and 07/31/2020

Referrals by Category (Count)	2017-2018	2018-2019	2019-2020	2020-2021	Grand Total
Benefit Assistance	13	11	2	0	26
General Relief	2	3	1	0	6
Other Benefits Assistance	3	2	1	0	6
CalFresh / Food Stamps	4	2	0	0	6
SSI/SSDI	1	3	0	0	4
Medi-Cal	2	0	0	0	2
State Disability	0	1	0	0	1
Unemployment Benefits	1	0	0	0	1
Interim Housing	2	20	8	1	31
DHS HFH Interim Housing	1	12	3	1	17
DMH Interim Housing	0	4	1	0	5
SRO Housing	0	1	1	0	2
PATH	0	1	0	0	1
Union Station Homeless Shelter	0	0	1	0	1
LA Family Housing	0	1	0	0	1
Weingart	0	1	0	0	1
Exodus Crisis Housing - Vermont	1	0	0	0	1
Alhambra Hospital - Alhambra	0	0	1	0	1
Dolores Mission Shelter	0	0	1	0	1
Mental Health Center	6	17	7	0	30
DMH Service Navigator	0	5	4	0	9
Exodus - East UCC	1	3	2	0	6
SB82 Mobile Triage	0	3	0	0	3
SHARE	3	0	0	0	3
Exodus - FSP 4	0	2	0	0	2
Northeast MHC	1	1	0	0	2
Exodus - IMHT/S-FSP	0	1	1	0	2
Exodus - MLK	0	1	0	0	1
Step Up On 2nd	0	1	0	0	1
Exodus - ICP East	1	0	0	0	1
Other	8	25	20	1	54
Other Services	8	15	16	1	40
Legal Services	0	8	2	0	10
Showers of Hope	0	1	2	0	3
Employment Services	0	1	0	0	1
Permanent Housing Linkage	1	2	0	0	3
DHS Housing	0	2	0	0	2
Skid Row Housing Trust	1	0	0	0	1
Physical Health	6	6	9	0	21
Los Angeles Christian health Center	5	6	0	0	11
Arroyo Vista Family Health Clinic	0	0	5	0	5
Vision	0	0	1	0	1
Clinica Oscar Romero	1	0	0	0	1
AIDS Healthcare Foundation	0	0	1	0	1
Star Clinic	0	0	1	0	1
Dentist / Orthodontist	0	0	1	0	1
Substance Abuse	5	10	7	0	22
Exodus - David Murphy Sobering Center	4	8	4	0	16
Substance Abuse Foundation of Long Beach	0	0	3	0	3
Socorro House Rehab	1	0	0	0	1
Exodus - SUD Outpatient Program	0	1	0	0	1
ACW - Alcoholic Center for Women	0	1	0	0	1
Transportation	13	52	25	0	90
Other Transportation	8	37	18	0	63
Metro Bus Tokens	5	14	0	0	19
Metro Bus Pass	0	1	7	0	8
Hospital	3	2	1	0	6
LAC-USC	3	1	0	0	4
Huntington Memorial Hospital	0	0	1	0	1
County Hospital	0	1	0	0	1
Document Assistance	5	19	2	0	26
Driver's License/ID	5	19	2	0	26
Grand Total	62	164	81	2	309

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Monthly Report: NELA

Agency: Exodus Recovery, Inc.

Month: July

Date: 07/31/2020

Performance Measure	Monthly Number Served	Fiscal Year to Date Number Served
Number of initiated contacts with unduplicated individuals	97	97
Number of unduplicated individuals engaged	2	2
Number of unduplicated individuals provided services (e.g. obtaining vital documents, follow-up activities, transportation, CES packet, clinical assessment, etc.) or successful referral (e.g. supportive services, benefits linkage, etc.)	1	1
Number of unduplicated individuals engaged who are successfully linked to interim housing resource	0	0
Number of unduplicated individuals engaged who are linked to a permanent housing resource	0	0
Number of unduplicated individuals engaged who are permanently housed	0	0

* Please refer to Key/Legend of Outreach Daily Log for full list of engagement tools, services and referrals

Narrative (if needed to explain outcomes):

Homeless Taskforce:

Data from Exodus Log
 Between 06/01/2017 and 07/31/2020

	2016-2017		2017-2018		2018-2019		2019-2020		2020-2021		Grand Total
	2016-2017 Total	2017-2018 Total	2017-2018 Total	2018-2019 Total	2018-2019 Total	2019-2020 Total	2019-2020 Total	2020-2021 Total	2020-2021 Jul	2020-2021 Total	
Number of initiated contacts with unduplicated individuals	41	319	219	285	26	890					
Number of unduplicated individuals engaged	25	188	89	70	5	377					
Number of unduplicated individuals provided services (e.g. obtaining vital documents, follow-up activities, transportation, CES packet, clinical assessment, etc.) or successful referral (e.g. supportive services, benefits linkage, etc.)	17	172	72	30	2	293					
Number of unduplicated individuals engaged who are successfully linked to interim housing resource	6	124	34	11	0	175					
Number of unduplicated individuals engaged who are linked to a permanent housing resource	5	55	9	3	1	73					
Number of unduplicated individuals engaged who are permanently housed	0	6	3	2	0	11					

1.5.1.1. HIRING SCHEDULE

	Responsible Party	Target Date
Notice of Contract Award.	SD County	09/25/2020
Job Postings advertised internally and externally. Advertise in local newspapers, job websites (Indeed.com) and other recruitment activities	Exodus HR Department/ SD VP of Programs	10/02/2020- 10/16/2020
Any identified internal staff transfer to Mobile Crisis Response Team (MCRT) positions. HR makes offers to current staff and all internal paperwork is completed.	Exodus HR Department/ SD VP of Programs	10/2/2020 – 10/16/20
Review Resumes/Schedule interviews with external candidates. After reviewing resumes, contact external candidates with suitable dates and times for interviews. This includes candidate initial phone screens, 2 nd round phone screens and in person interviews.	Exodus HR Department/ SD VP of Programs	10/2/2020 – 10/16/2020
Make job offers and complete hiring process. HR makes offers to new employees. Conduct employee screening, UA, and background checks. Employee File compliance and paperwork completed.	Exodus HR Department	10/2/2020- 10/16/2020
Exodus Orientation. Orientation materials and benefits packages sent out by HR after staff have been successfully hired.	Exodus HR Department	11/2/2020 – 11/13/2020
Anticipated Program Opening.	Exodus Executive Team	11/02/2020

San Diego Regional Center

Serving Individuals with Developmental Disabilities in San Diego and Imperial Counties

4355 Ruffin Road, San Diego, California 92123 • (858) 576-2996 • www.sdrc.org

August 11, 2020

Peggie Webb, MA
Manager of Forensic and Behavioral Health Services
San Diego Regional Center
4355 Ruffin Road
San Diego, CA 92123

Re: Letter of Reference for Exodus Recovery, Inc.

To Whom it May Concern,

With this letter, San Diego Regional Center, endorses Exodus Recovery, Inc. to provide a Mobile Crisis Response Team (MCRT) available to the North Coastal Region of San Diego County 7 days per week. The mobile crisis team will provide crisis intervention, triage for level of care need and linkage to appropriate behavioral health services.

The San Diego Regional Center has a long standing relationship with Exodus Recovery, Inc. including their provision of adapted DBT services for persons with intellectual and developmental disabilities. They also provide competency training for persons we serve, when court ordered, and forensic advocacy for persons known to or at risk of, involvement with the criminal justice system.

Exodus Recovery, Inc. also provides 24 hour crisis prevention, intervention and stabilization services through their San Diego START program; a nationally known evidence based model of Crisis Services for persons, with IDD and co-occurring psychiatric conditions. The program serves persons ages 6 through adulthood. This was initially a pilot program for the North inland and coastal areas. It has seen tremendous success and was recently expanded to serve all of San Diego County.

Exodus has over thirty years of experience developing, implementing and operating innovative behavioral health, substance use disorder, housing and crisis prevention and intervention services in Los Angeles, San Diego, Fresno, Solano and Napa counties. The Exodus system of care promotes a full array of services including alternative crisis services, mental health, substance use disorder and sobering services, housing navigation, care coordination and support for chronically homeless individuals. Exodus provides these services in an integrated, field-based delivery system that brings hope, empowerment, self-sufficiency and recovery to the most vulnerable individuals in the communities they serve. Exodus has a proven performance history in the provision of these services which effectively coordinates health, behavioral health and social services to improve the health and well-being of individuals with complex needs who are high users of multiple systems.

Exodus is a dynamic provider that works collaboratively across organizational levels and promotes their innovative system of care through valuable alliances with community partners that improves outcomes and reduce barriers.



Please feel free to contact me if I may be of further assistance.

Sincerely,

Peggie Webb
Mgr. Forensic & Behavioral Health Services

Richard "Dick" Conklin, LCSW (Ret.)
San Diego Sheriff's Department (Ret.)
Criminal Justice / Mental Health Consultant
(ph) 619-840-1635
dick.conkin1@gmail.com

8/12/2020

Richard M. Conklin
9169 Grossmont Blvd.
La Mesa, CA 91941

Re: Letter of Reference for Exodus Recovery, Inc.

To Whom it May Concern,

With this letter, Richard Conklin, endorses Exodus Recovery, Inc. to provide a Mobile Crisis Response Team (MCRT) available to the North Coastal Region of San Diego County 7 days per week. The mobile crisis team will provide crisis intervention, triage for level of care need and linkage to appropriate behavioral health services.

Since the early 2000's it has been my privilege to be associated with Exodus Recovery and their excellent staff in many of their programs in several capacities. As the Chief Mental Health Clinician for the SDSO and Project Director for several state and federal grants, including two Mentally Ill Offender Crime Reduction programs, I have contracted with, trained, and utilized the services of several of Exodus Recovery's programs. They have unfailingly provided excellent clinical and administrative services and been highly responsive, flexible, and creative in initiating services and programs and adjusting priorities whenever necessary. I can recommend them to you without reservation.

Exodus has over thirty years of experience developing, implementing and operating innovative behavioral health, substance use disorder, housing and crisis prevention and intervention services in Los Angeles, San Diego, Fresno, Solano and Napa counties. The Exodus system of care promotes a full array of services including alternative crisis services, mental health, substance use disorder and sobering services, housing navigation, care coordination and support for chronically homeless individuals. Exodus provides these services in an integrated, field-based delivery system that brings hope, empowerment, self-sufficiency and recovery to the most vulnerable individuals in the communities they serve. Exodus has a proven performance history in the provision of these services which effectively coordinates health, behavioral health and social services to improve the health and well-being of individuals with complex needs who are high users of multiple systems.

Exodus is a dynamic provider that works collaboratively across organizational levels and promotes their innovative system of care through valuable alliances with community partners that improves outcomes and reduces barriers.

Please feel free to contact me if I may be of further assistance.

Sincerely,

Richard Conklin

Richard "Dick" Conklin, LCSW (Ret.)
San Diego Sheriff's Department (Ret.)
Criminal Justice / Mental Health Consultant
(ph) 619-840-1635
dick.conklin1@gmail.com

August 19, 2020

Sergeant Lonny Harper
Oceanside Police Department
2855 Mission Avenue
Oceanside, CA 92057

Re: Letter of Reference for Exodus Recovery, Inc.

To Whom it May Concern,

With this letter, Lonny Harper, endorses Exodus Recovery, Inc. to provide a Mobile Crisis Response Team (MCRT) available to the North Coastal Region of San Diego County 7 days per week. The mobile crisis team will provide crisis intervention, triage for level of care need and linkage to appropriate behavioral health services.

For three years from 2013-2016, I was assigned to the Oceanside Police Department's Homeless Outreach Team. Our success relied on partnerships with agencies in our region that serve the many needs of our homeless population. During this time we established a relationship with Exodus Recovery, Inc. We brought many clients suffering from various mental illness into the clinic for treatment and services. On many occasions, the barrier to leaving homelessness treatment of obvious mental health issues. Exodus Recovery, Inc. was instrumental in helping several clients end the cycle of Homelessness. Since my departure from the Homeless Outreach Team, I have heard from the current members that they continually use the Walk-In Assessment Center as well as the Whole Person Wellness with much success.

Exodus has over thirty years of experience developing, implementing and operating innovative behavioral health, substance use disorder, housing and crisis prevention and intervention services in Los Angeles, San Diego, Fresno, Solano and Napa counties. The Exodus system of care promotes a full array of services including alternative crisis services, mental health, substance use disorder and sobering services, housing navigation, care coordination and support for chronically homeless individuals. Exodus provides these services in an integrated, field-based delivery system that brings hope, empowerment, self-sufficiency and recovery to the most vulnerable individuals in the communities they serve. Exodus has a proven performance history in the provision of these services which effectively coordinates health, behavioral health and social services to improve the health and well-being of individuals with complex needs who are high users of multiple systems.

Exodus is a dynamic provider that works collaboratively across organizational levels and promotes their innovative system of care through valuable alliances with community partners that improves outcomes and reduce barriers.

Please feel free to contact me if I may be of further assistance.

Sincerely,



Lonny Harper
Police Sergeant
Oceanside Police Department



08/10/2020

George Scolari 2420 Fenton St. Chula Vista, CA 91914

Re: Letter of Reference for Exodus Recovery, Inc.

To Whom it May Concern,

With this letter, Community Health Group endorses Exodus Recovery, Inc. to provide a Mobile Crisis Response Team (MCRT) available to the North Coastal Region of San Diego County seven days per week. The mobile crisis team will provide crisis intervention, triage for level of care need and linkage to appropriate behavioral health services.

Community Health Group is a local Not for Profit Medi-Cal Managed Care Plan with over 260,000 Medi-Cal members enrolled. Specialty Mental Health is contractually carved out of Medi-Cal Managed Care and covered by the County Mental Health Plan. As a County Mental Health Plan provider, Exodus has been caring for our members for several years, providing high quality mental health treatment for our members with serious mental health conditions. Additionally, our Behavioral Health Administrator Co-Chairs the County's Whole Person Wellness Management Team which Exodus is one of the two contractors. For nearly three years Exodus has done an outstanding job finding our most vulnerable homeless members and not only getting them the physical health care they needed, also getting them off the streets and reducing their ER visits.

Exodus has over thirty years of experience developing, implementing and operating innovative behavioral health, substance use disorder, housing and crisis prevention and intervention services in Los Angeles, San Diego, Fresno, Solano and Napa counties. The Exodus system of care promotes a full array of services including alternative crisis services, mental health, substance use disorder and sobering services, housing navigation, care coordination and support for chronically homeless individuals. Exodus provides these services in an integrated, field-based delivery system that brings hope, empowerment, self-sufficiency and recovery to the most vulnerable individuals in the communities they serve. Exodus has a proven performance history in the provision of these services which effectively coordinates health, behavioral health, and social services to improve the health and well-being of individuals with complex needs who are high users of multiple systems.

Exodus is a dynamic provider that works collaboratively across organizational levels and promotes their innovative system of care through valuable alliances with community partners that improves outcomes and reduce barriers.

Please feel free to contact me if I may be of further assistance.

Sincerely,

A handwritten signature in cursive script that reads "George Scolari".

George Scolari

Behavioral Health & Community Services Administrator



August 11, 2020

Re: **Letter of Reference for Exodus Recovery, Inc.**

To Whom It May Concern,

With this letter, Neighborhood Healthcare (Neighborhood) endorses Exodus Recovery, Inc. proposal to add Mobile Crisis Response Team (MCRT) available to the North Coastal Region of San Diego County 7 days per week. The mobile crisis team will provide crisis intervention, triage for level of care need and linkage to appropriate behavioral health services.

Neighborhood has a long established relationship with Exodus Recovery engaging in bidirectional referrals to serve the most vulnerable residents in our communities. Exodus provides safety net support for patients who do not have established care and/or are in transition between providers until Neighborhood can begin treatment. Neighborhood refers patients to Exodus's Walk-In Assessment Center. In addition, Exodus transitions and co-manages patients from the AB 109 program and their Whole Person Wellness program with Neighborhood. At times, Neighborhood through its Health Homes program co-manages patients receiving services through Exodus's Whole Person Wellness program to ensure there are no redundant services being provided and collectively we are meeting the needs of these very complex individuals.

Exodus has over thirty years of experience developing, implementing and operating innovative behavioral health, substance use disorder, housing and crisis prevention and intervention services in Los Angeles, San Diego, Fresno, Solano and Napa counties. The Exodus system of care promotes a full array of services including alternative crisis services, mental health, substance use disorder and sobering services, housing navigation, care coordination and support for chronically homeless individuals. Exodus provides these services in an integrated, field-based delivery system that brings hope, empowerment, self-sufficiency and recovery to the most vulnerable individuals in the communities they serve. Exodus has a proven performance history in the provision of these services which effectively coordinates health, behavioral health and social services to improve the health and well-being of individuals with complex needs who are high users of multiple systems.

Exodus is a dynamic provider that works collaboratively across organizational levels and promotes their innovative system of care through valuable alliances with community partners that improves outcomes and reduce barriers.

Please feel free to contact Wendi Vierra, PhD, Director of Operations – Behavioral Health at Wendi.Vierra@nhcare.org or (760)-520-8340 for any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Rakesh Patel".

Rakesh Patel, MD
Chief Executive Officer

Neighborhood Healthcare – Administration
1540 E. Valley Parkway, Escondido, CA 92027 | D: (760) 520-8300 | nhcare.org

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2.1. – 2.1.1. Offeror's Resume Grid (up to 5 contracts within the last 5 years)

Facility/ Program Name	Program Director/ Contact Person and Phone Number	Facility Address, Email Address	Services Provided	Annual / Total Contract Value	Dates of Operation	Program Service Description	Contract Agency
1. REGIONAL CENTER – SAN DIEGO							
San Diego START Expansion (Central Region)	Symone Pompey/ Tamara Stark 760-305-4777	TBD info@exodusrecovery.com	Community-based crisis intervention and prevention services to individuals with developmental disabilities and behavioral health needs.	\$3,164,774 / \$12,659,096	Aug 2020- Present	Crisis prevention and response for people with intellectual and developmental disabilities and the people that support them.	San Diego Regional Center
San Diego START (North County)	Heidi Vose- Hoffman/ Tamara Stark 760-305-4777	550 W. Vista Way, Ste. 301 Vista, CA 92083 info@exodusrecovery.com	Community-based crisis intervention and prevention services to individuals with developmental disabilities and behavioral health needs.	\$1,582,388 / \$7,911,940	2019- Present	Crisis prevention and response for people with intellectual and developmental disabilities and the people that support them.	San Diego Regional Center
2. HEALTH & HUMAN SERVICES AGENCY – SAN DIEGO							
Whole Person Wellness	Noelani Dizon/ Tamara Stark 760-305-4777	528 W. Vista Way Vista, CA 92083 info@exodusrecovery.com	Individuals who are homeless or at risk of becoming homeless	\$3,502,835 / \$9,062,725	2017- Present	Homeless Outreach to assist with housing processes, income, transportation, and access to other community resources.	County of San Diego Health & Human Services Agency
3. REGIONAL CENTER – LOS ANGELES							
START South Central Los Angeles Regional Center	TBD/ Tamara Stark 760-305-4777	TBD info@exodusrecovery.com	Community-based crisis intervention and prevention services to individuals with developmental disabilities and behavioral health needs.	\$2,843,859 / \$8,531,577	Aug 2020- present	Crisis prevention and response for people with intellectual and developmental disabilities and the people that support them.	South Central Los Angeles Regional Center

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2.1. – 2.1.1. Offeror's Resume Grid (up to 5 contracts within the last 5 years)

START Westside Regional Center	TBD/ Tamara Stark 760-305-4777	TBD info@exodusrecovery.com	Community-based crisis intervention and prevention services to individuals with developmental disabilities and behavioral health needs.	\$2,843,859 / \$8,531,577	Aug 2020- present	Crisis prevention and response for people with intellectual and developmental disabilities and the people that support them.	Westside Regional Center
East Los Angeles Regional Center	Brenda Magana/ Tamara Stark 760-305-4777	1902 Marengo St. Suite 100 Los Angeles, CA 90033 info@exodusrecovery.com	Community-based crisis intervention and prevention services to individuals with developmental disabilities and behavioral health needs.	\$1,091,884 / \$3,275,652	2019- Present	Crisis prevention and response for people with intellectual and developmental disabilities and the people that support them.	East Los Angeles Regional Center
4. DEPARTMENT OF MENTAL HEALTH – LOS ANGELES COUNTY							
ISR FSP (Expansion Model)	Lisa Cantor/ Patzi Joseph 323-276-6450	10811 Washington Blvd. Suite 303, Culver City, CA 90232 info@exodusrecovery.com	Complex SMI	\$1,166,109 / \$3,498,327	2018- present	Field- based O&E, mental health, housing services	Los Angeles County Department of Mental Health
Housing FSP (Expansion Model)	Michaela Carpaccio/ Patzi Joseph 323-276-6450	8401 South Vermont Avenue, Los Angeles, CA 90044-3423 info@exodusrecovery.com	Complex SMI	\$1,876,566 / \$5,629,698	2018- present	Field- based O&E, mental health, housing services	Los Angeles County Department of Mental Health
Homeless FSP (Expansion Model)	Yuki Sugisaki/ Patzi Joseph 323-276-6450	923 South Catalina Avenue, Redondo Beach, CA 90277- 4718 info@exodusrecovery.com	Complex SMI	\$652,000 / \$1,956,000	2018- present	Field- based O&E, mental health, housing services	Los Angeles County Department of Mental Health
Forensic FSP (Expansion Model)	Jennifer Olivera/ Patzi Joseph 323-276-6450	11905 S. Central Suite 303 Los Angeles, CA 90059 info@exodusrecovery.com	Complex SMI, Chronic physical health conditions	\$867,844 / \$2,603,532	2018- present	ACT model. Field-based O&E, mental health, CM, care coordination, housing, SUD services, JI, Homeless	Los Angeles County Department of Mental Health

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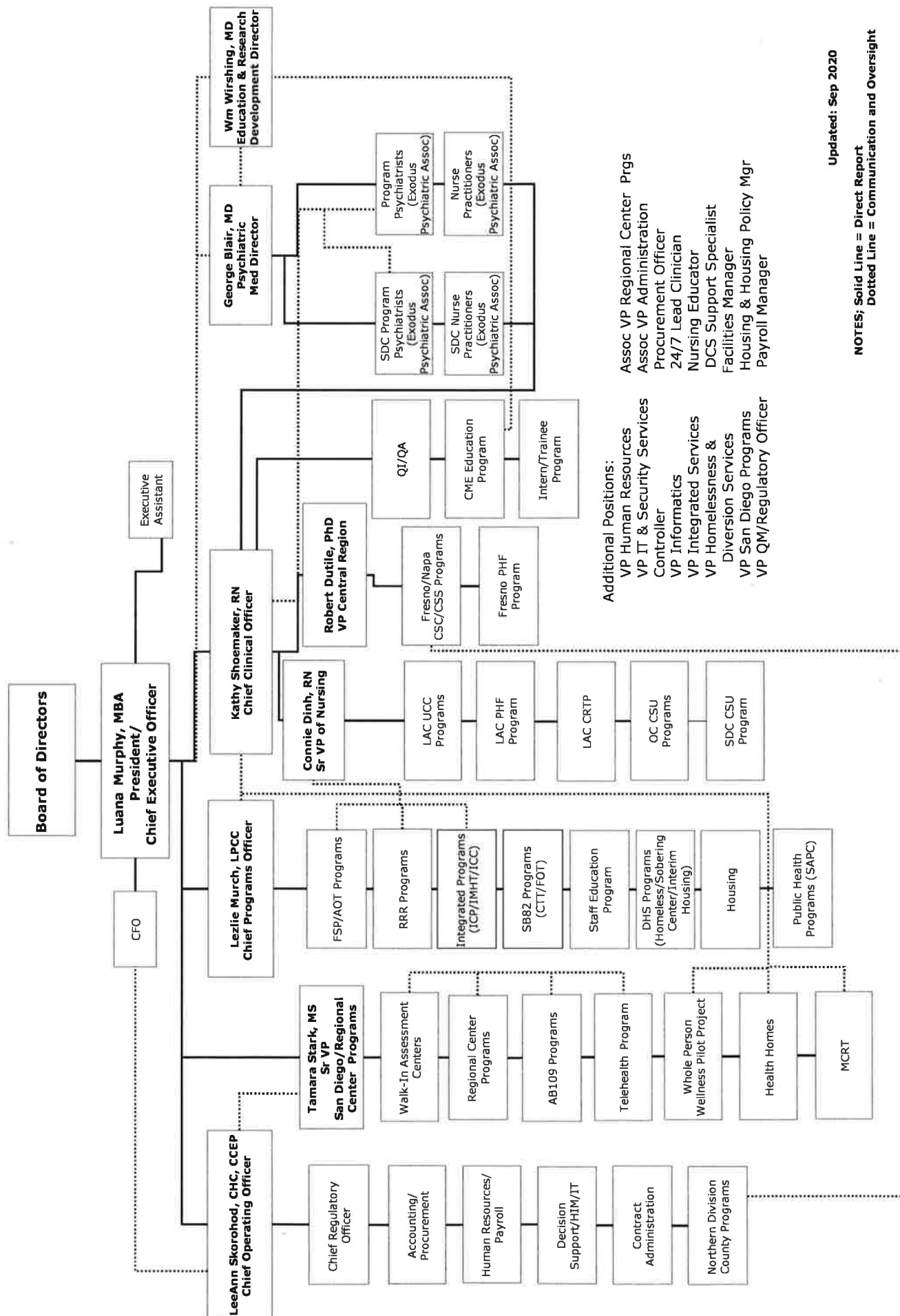
2.1. – 2.1.1. Offeror's Resume Grid (up to 5 contracts within the last 5 years)

FOR MODEL CRISIS RESPONSE TEAM (MCRCT) PROJECT IN THE NORTH COASTAL REGION

EXHIBIT A-1 -- OFFEROR'S PROPOSAL

Homeless FSP (Expansion Model) Integrated Mobile Health Team	Patrick Hooks/ Patz Joseph 323-276-6450	1902 Marengo Street, Ste. 109/110 Los Angeles, CA 90033 info@exodusrecovery.com	Complex SMI, Chronic physical health conditions	\$2,579,259 / \$7,737,777	2014-present	Field based, integrated mental, physical health, SUD services, Housing First	Los Angeles County Department of Mental Health
Crisis Transition Team East	Patz Joseph 323-276-6450	1920 Marengo Street, 2 nd Fl. Los Angeles, CA 90033 info@exodusrecovery.com	Clients with mental illness who are high users of UCC's (CSUs)	\$779,923 / \$2,339,769	2014-present	Field- based, linkage, referral, Housing First navigation services	Los Angeles County Department of Mental Health
Crisis Transition Team South LA	Patz Joseph 323-276-6450	12021 Wilmington Ave 2nd Floor IC1-IC7 Los Angeles, CA 90059 info@exodusrecovery.com					
Crisis Transition Team West LA	Patz Joseph 323-276-6450	11144 W. Washington Blvd Los Angeles, CA 90066 info@exodusrecovery.com					
Crisis Transition Team South Bay	Patz Joseph 323-276-6450	1000 W. Carson Bldg. 2 South Torrance, CA 90509 info@exodusrecovery.com					
5. DEPARTMENT OF HEALTH CARE SERVICES -- LOS ANGELES COUNTY							
LAC+USC Homeless Taskforce	Hilary Aquino 213-395-7700	1902 Marengo Street, Ste. 109/110 Los Angeles, CA 90033 info@exodusrecovery.com	Complex, homeless high utilizers of public health system	\$263,562 / \$1,306,828	2017-present	Field- based, linkage, referral, Housing First navigation services	Los Angeles County Department of Health Care Services
Northeast LA Homeless Taskforce	Hilary Aquino 213-395-7700	1902 Marengo Street, Ste. 109/110 Los Angeles, CA 90033 info@exodusrecovery.com	Complex, homeless high utilizers of public health system	\$560,945 / \$2,641,116	2017-present	Field- based, linkage, referral, Housing First navigation services	Los Angeles County Department of Health Care Services

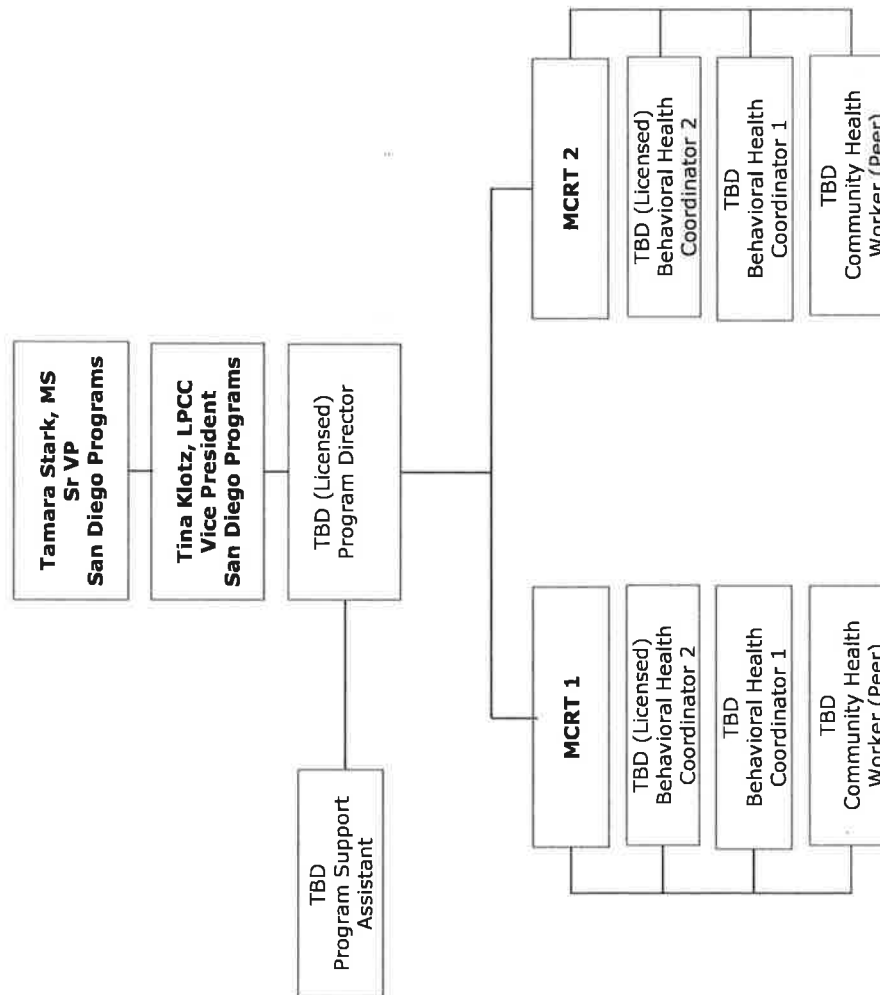
SERVICES ORGANIZATIONAL CHART-EXODUS RECOVERY INC.



Updated: Sep 2020

NOTES: Solid Line = Direct Report
Dotted Line = Communication and Oversight

EXODUS RECOVERY, INC.
Mobile Crisis Response Team
Staffing Chart



September 2020

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Job Description: **Program Director**

Position Status: 1.0 FTE
Hourly Salary Range: \$40.00 - \$56.00
Annual Salary Range: \$83,200 - \$116,480
Benefits: 29% (full time only)
Reports to: VP San Diego Programs
Program(s): Mobile Crisis Response Team

Position Summary: The Program Director shall oversee all clinical and designated administrative activities for the Exodus Recovery, Inc. (Exodus) contracted programs and other contracted/certified services. They work in conjunction with the Exodus Executive Staff member responsible for each program, including assessments, case management and multi-disciplinary functions. The Program Director supervises and facilitates the delivery of clinically appropriate and culturally competent services for designated program, including but not limited to clinical assessment, crisis intervention, case management and medical support services.

Minimum Requirements/ Education & Experience: Current CA license (RN, MFT, LPCC, LCSW, and PsyD. or PhD) and continuing education for maintenance of license preferred. Five (5) years experience in teaching, supervision, administrative and organizational ability, including five (5) years of clinical experience working with individuals who have serious mental illness and/or co-occurring substance abuse. Experience working utilizing telehealth technology or equivalent strongly preferred. Experience in forensic, acute care and inpatient settings preferred. Experience with homeless individuals desired. Bachelors in a mental health related field and 5+ years equivalent work or CADAC, LPT, RN, LCSW MFT, PsyD, PhD, MD with equivalent work experience. Masters level preferred. Bilingual in Spanish preferred. Experience treating felony and misdemeanor offenders and/or Assertive Community Treatment desired. Personal or family experience with the mental health system is encouraged. The Program Director must be qualified to oversee and manage the Mobile Crisis Response Team operations and staff.

Primary Duties and Responsibilities: Supervises, evaluates, counsels and directs the clinical aspects of the program. Responsible for clinical orientation, program development and implementation, in collaboration with Exodus Executive Management staff. Demonstrates knowledge of client cultural, ethnic and linguistic needs and ensures services provided are culturally competent. Oversees designated administrative operations within the program including data entry, clerical support and financial areas. Serves as a liaison with the Department/regulatory agency for all program activities. Evaluates performance of clinical and support staff, within the scope of practice. Assists Executive Staff with implementation of program policies and procedures. Serves as a model of expert practice, transmitting clinical and procedural expertise to other clinical staff through demonstration, teaching and consultation. Attends specific Case Management/treatment Planning meetings as required. Oversees program Quality Improvement and Utilization Review and ensures current and complete clinical records. Possess knowledge of all program forms and requirements to insure proper client enrollment and continuation in the program. Demonstrates knowledge of existing policies and procedures and functions within their parameters. Addresses issues/concerns as appropriate and reports to Executive Staff as applicable. Handles client and community complaints and grievances when necessary. Interacts appropriately with personnel, clients and visitors in the following age groups: young adult, adult and geriatric persons. Establishes effective relationships with clients, physician and staff. Attends Managers Meetings.

Job Description: **Behavioral Health Coordinator 2 (Licensed Clinician)**

Position Status: 1.0 FTE
Hourly Salary Range: \$28.00 - \$39.20
Annual Salary Range: \$58,240 - \$81,536
Benefits: 29% (full time only)
Reports to: Program Director
Program(s): Mobile Crisis Response Team

Position Summary: Exodus Recovery, Inc. (Exodus) shall employ licensed clinicians to provide comprehensive specialty mental health and case management services for clients in Exodus Recovery Department of Mental Health contracted programs. Behavioral Health Coordinators shall meet the qualifications as indicated in the Short-Doyle Medi-Cal Rehab Option Manual and provide services in accordance with the scope of their practice.

Minimum Requirements/ Education & Experience: Master's in a mental health related field and applicable license with the BBA or BOP. Current and valid Clinical Psychologist, LCSW, LMFT, LPCC license. Current Continuing Education for maintenance of license as applicable. Three (3) years clinical experience in the health sciences related field within a minimum of two (2) years direct client care experience working with complex clients with SMI who may have multiple conditions such as mental health issues, substance HER and DMH and/or DHS clinical documentation platform(s). Strong verbal and written communication skills. Strong knowledge of therapeutic interventions, assessment, community resources and crisis intervention skills. Ability to work independently and show mature judgement. Must have a valid California driver's license and good driving record. Bilingual in Spanish preferred. Must have completed first aid and CPR training or obtain certification within four (4) weeks of hire.

Primary Duties and Responsibilities: Serves as a primary, licensed behavioral health service coordinator for clients as appropriate for program. Provides mental services and care coordination, individual therapy and rehabilitation services, targeted case management, crisis intervention, collateral services and community outreach and engagement to a complex group of clients who may have multiple conditions including severe and persistent mental illness, substance use, chronic physical health illness, trauma, homelessness, and/or justice involvement. Assists client in the development and implementation of treatment plans. Facilitates face to face contact as needed. Assists clients in applying for Social Security benefits and other support services as appropriate. Acts as community liaison. Assists clients with housing assessments, applications, resources and retention if applicable. Be available on a 24/7 basis, based on the program's on-call schedule and in order to respond to all requests for assistance by phone or in person (if applicable). Serves as the back-up licensed clinician for afterhours crises. Obtains and maintains LPS authorization in order to assess and apply for involuntary psychiatric holds. Able to apply higher knowledge of mental health interventions to properly assess client for involuntary detention (if applicable). Demonstrates advanced knowledge and utilization of behavioral health interventions and evidence-based practices. Must possess independent and mature clinical judgement and the ability to critically assess a situation for risk and response. If licensed more than 2 years, staff shall provide clinical supervision to trainees/interns and other unlicensed staff according to the Board's requirements. Maintains current and complete clinical records, utilizing appropriate DMH documentation standards and supporting Medi-Cal medical necessity. Demonstrates knowledge of existing policies and procedures and functions within their parameters. Interacts appropriately with personnel, clients and visitors in the following age groups: young adult, adult and geriatric persons. Communicates information clearly both verbally and inwriting.

Job Description: **Behavioral Health Coordinator 1 (Case Manager)**

Position Status: 1.0 FTE
Hourly Salary Range: \$26.00 – 36.40
Annual Salary Range: \$54,080 - \$75,712
Benefits: 29% (full time only)
Reports to: Program Director
Program(s): Mobile Crisis Response Team

Position Summary: Exodus Recovery, Inc. (Exodus) shall employ Master's prepared clinical staff to provide comprehensive specialty mental health and case management services for clients in Exodus Recovery Department of Mental Health contracted programs. Behavioral Health Coordinators shall meet the qualifications as indicated in the Short-Doyle Medi-Cal Rehab Option Manual and provide services in accordance with the scope of their practice.

Minimum Requirements/ Education & Experience: Master's Degree in a mental health related field required. Associate registration with the Board of Behavioral Sciences preferred. Current Continuing Education for maintenance of registration as applicable. Three (3) years clinical experience in the health sciences related field with a minimum one-year direct client experience working with complex clients with SMI who may have multiple conditions such as mental health, substance use, physical health, trauma, and/or homelessness histories, be high utilizers of the health system or otherwise require an intensive level of care. Strong verbal and written communication skills. Strong knowledge of therapeutic interventions, assessment, community resources and crisis intervention skills. Ability to work independently and show mature judgement. Ability to set priorities and manage time effectively. Must have a valid California driver's license and good driving record is required. Bilingual in Spanish preferred. Personal or family experience with the mental health system is encouraged. Knowledge of treating felony and misdemeanor offenders desired. Experience working with homeless individuals desired. Must have completed first aid and CPR training or obtain certification within four (4) weeks of hire.

Primary Duties and Responsibilities: Serves as a primary behavioral health service coordinator for clients as appropriate for program. Provides mental services and care coordination, individual therapy and rehabilitation services, targeted case management, crisis intervention, collateral services and community outreach and engagement to a complex group of clients who may have multiple conditions including severe and persistent mental illness, substance use, chronic physical health illness, trauma, homelessness, and/or justice involvement. Assists clients in the development and implementation of treatment plans. Assists clients in applying for Social Security benefits and other support services as appropriate. Acts as community liaison, assists with the establishment of community support systems. Assists clients with housing assessments, applications, resources and retention if applicable. Be available on a 24/7 basis, based on the program's on-call schedule and in order to respond to all requests for assistance by phone or in person (if applicable). Demonstrates advanced knowledge and utilization of behavioral health interventions and evidence-based practices. Must possess independent and mature clinical judgement and the ability to critically assess a situation for risk and response. Maintains current and complete clinical records, utilizing appropriate DMH documentation standards and supporting Medi-Cal medical necessity. Demonstrates knowledge of existing policies and procedures and functions within their parameters. Interacts appropriately with personnel, clients and visitors in the following age groups: young adult, adult and geriatric persons. Communicates information clearly both verbally and in writing.

Job Description: **Program Assistant (Support Specialist)**

Position Status: 1.0 FTE
Hourly Salary Range: \$17.00 - \$23.80
Annual Salary Range: \$35,360 - \$49,504
Benefits: 29% (full time only)
Reports to: Program Director
Program(s): Mobile Crisis Response Team

Position Summary: Provides data and administrative support to the staff of the Mobile Crisis Response Team

Minimum Requirements/ Education & Experience: High school diploma or GED. Bachelor's degree or administrative assistant experience preferred. Three (3) years experience in data entry and/or clerical/administrative support. Department or Third-Party billing/data entry experience preferred. Excellent written and verbal communication skills; word processing, spreadsheets, and bookkeeping. Diplomatic approach to problem solving, time management and ability to take initiative in project completion. Working knowledge of medical terminology. Ability to work independently and show mature judgment. Current CPR and CPI Certification preferred. Bilingual preferred.

Primary Duties and Responsibilities: Demonstrates proficiency of Microsoft Word, Microsoft Excel, and other systems/software as required by a funding source. Maintains data entry at a "current" status (within 2 business days of receipt of completed chart documentation). Coordinates, monitors and completes projects/assignments keeping Program Manager informed of status including productivity reports, P&I and Petty Cash logs, and client lists. Maintains data integrity and security in program computer systems. Schedules appointments for clients and staff members. Answers the phones. Takes messages. Consistently exhibits appropriate phone etiquette. Accurately transcribes correspondence and composes general correspondence as directed. Provides clerical and administrative support to Program Manager and staff. Responsible for coordinating, attending and taking minutes of meetings as requested. Serves as an information resource relating to clinical information systems and phone system including clinical forms and software. Orients new employees to phone systems. Consistently projects positive professional image through appearance, behavior and adherence to dress code. Completes assigned work within agreed upon time frame, including transmitting requested reports to the Exodus Executive Management. Protects and recognizes confidentiality and privacy of client and corporate information. Consistently meets clients', visitors' and co-workers' personal and service needs. Informs staff of clients' and family requests/needs. Organizes and maintains all site administrative files/binders ensuring easy access to the Program Manager and Exodus Executive Management, including Policy and Procedure Manuals. Assembles client charts, identifies forms accurately, enters appropriate information and maintains an ongoing check for proper client identification and dating of forms. Possess knowledge of all programs forms to insure proper documentation completion by clinical staff. Maintains sufficient reserve of client's admission charts and charting forms. Demonstrates knowledge of existing policies and procedures and functions within their parameters. Disseminates mail/information timely and appropriately.

Job Description: **Community Health Worker (Peer Support Specialist)**

Position Status: 1.0 FTE
Hourly Salary Range: \$16.00 - \$22.00
Annual Salary Range: \$33,280 – \$45,760
Benefits: 29% (full time only)
Reports to: Program Director
Program(s): Mobile Crisis Response Team

Position Summary: The Community Health Worker functions as part of the Team and is generally the first contact for the client. They are actively involved in providing direct or indirect care and supervision of the clients under the direction of the Program Director. The Community Health Worker uses their experience to enhance recovery efforts of clients, actively promotes understanding of clients' points of view and preferences, and fulfills duties related to supportive counseling, rehabilitation, and collateral interactions with natural supports. The Community Health Worker will be available to provide case management services.

Minimum Requirements/ Education & Experience: Two years' experience working with individuals with serious mental illness (SMI) preferred and two years' experience working with criminal justice populations preferred. A stable history of recovery (mental health and substance abuse) as applicable. Extensive personal, family and/or professional knowledge of challenges of developing and maintaining a recovery focused lifestyle. Good verbal and written communication skills and High School Graduate/or GED. Peer Advocate Certificate preferred. Bilingual in Spanish preferred. The Community Health Worker will have completed a peer support training course or have an Associate's or Bachelor's degree. Must have completed first aid and CPR training or obtain certification within four (4) weeks of hire. Must have valid California driver's license.

Primary Duties and Responsibilities: All responsibilities are performed in collaboration with the Program Director and treatment team members. Assists clients with activities such as paperwork, planning activities, leisure activities, resource acquisition to include housing, benefits, meeting basic needs, mobility training and participation in recovery activities. Assists clients to maintain a safe environment and carry out assignments according to program policies answering all requests promptly. Acts as community liaison, maintaining professional boundaries with staff and clients demonstrating acceptance, integrity and patients during interactions. Helps clients maintain good standards for personal hygiene and grooming. Interacts appropriately with personnel, clients, and visitors in the following age groups: young adult, adult and older adult persons. Attends all mandatory staff development and educational meetings utilizing time effectively. Communicates information clearly both verbally and in writing. Protects and recognizes confidentiality and privacy of client information. Participates in discussions and meetings to maintain continuity of site functioning. Knows role in fire and other emergency situations. Establishes effective relationships with clients, physicians, staff and community resource individuals. Maintains grooming habits and adherence to dress code. Treats clients with dignity and confidentiality, displaying warmth, compassion and understanding. Demonstrates flexibility in work expectations and adjusts to staffing needs. Participates in and supports Quality Improvement activities. Demonstrates knowledge and understanding of all regulations governing the Program and functions within their parameters. Performs other related duties as assigned.

Exodus Recovery, Inc.
Cost Allocation Plan
FY21

Purpose:

To document how costs are to be allocated that are not directly attributable to individual functions to all functions in a manner that is consistently and reasonably applied. Areas to be addressed are the individual program service activities within Mental Health Divisions, Management (general activities) Division and when applicable non-Mental Health programs. In the accounting system, programs are designated as classes within separate companies maintained for each contract. Exodus utilizes an accrual basis and follows Generally Accepted Accounting Principles (GAAP).

Chart of Accounts

The chart of accounts for each Division shall include adequate detail of natural account classification to accommodate negotiation submittals and the year-end cost report process. Within the accounting system there will be enough detail to determine cost by Program which shall be designated by Classes within the accounting system.

Payroll Assignments

Each employee will be assigned a home program where they are primarily expected to work. Their payroll cost will be initially charged to the home program. If they are assigned a special project or floated to another program they are expected to prepare a timesheet noting their time on the special project. For programs that utilize an electronic timekeeping system, the employee will be responsible for selecting the appropriate "location" when clocking in and out. The Internal Auditor in coordination with the Program Leadership and Payroll, will monitor staff assignments outside of home program and ensure timesheets are prepared and collected each pay period. Employees should not work outside their home program without prior written approval by their supervisor. Some staff are allocated proportionally based on time spent in specific areas. The Controller will work with the Executive Management Team member on any such allocations.

Accounts Payable Invoice Processing

Accounting personnel will be responsible for writing their program or program allocations on the invoice (or supplementary reporting attachment) when the bill is submitted for processing into accounts payable system. The program assignment should be reviewed and initialed by the Controller or their designee for approving payment to ensure consistency.

Program generated invoices such as P&I, supplies requested, mileage reimbursement, will be assign to the designated program and approved by the Exodus Management Team member responsible for that program and/or by the Chief Operating Officer (COO).

Distribution of invoices submitted directly to the Accounting Office will be assigned by the accounting personnel based on such criteria as the service address of utilities or other criteria maintained by the Accounting Department which may include proportional allocations.

Final distribution review will be done through the accounting records by the Controller prior to month end closing for consistent application of account coding. At a minimum quarterly and annual review prior to annual cost report submittal will be done by the COO and Chief Financial Officer (CFO).

Approved by: LeeAnn Skorohod, COO

Exodus Recovery, Inc.
Cost Allocation Plan – Page 2
FY21

Journal Entries

All year-end journal entries will be approved by initialing the bottom left corner by the COO and/or CFO that they are approved and consistent with the allocation plan.

Indirect Costs

Indirect costs are those cost that cannot be directly identified with a specific program or activity such as Executive Management, Human Resources, Accounting/Finance, Payroll, Education, Decision Support (data collection and reporting), Quality Management, Compliance, Contract Management and Corporate Office operations. In those cases, Management will assign an allocation basis that best fits the type of cost and provides a method that is functionally efficient within the time constraints of monthly and annual financial statement completions. This rate is set at the start of the budget year based on historical data and may be adjusted for liquidity. New programs are evaluated and compared to programs of similar size and services. Rate may be adjusted when new programs are added or cancelled after the start of the budget year or when there are program changes over twenty percent (20%).

Acceptable Methods and Accounting Basis (Sample Line Items) are as follows:

1. Simplified Method: Total allowable indirect costs divided by equitable distribution base.
2. Assignment based on varying degrees established from the current base costs:
Accounting/Audit/Legal, D&O Insurance, Interest, Management Fee.
3. Prior year actual results: Consultants, Supplies, Telephone, Utilities, etc.
4. Dollars of directly charged personnel costs: Payroll Expenses, Employee Benefits.
5. Dollars of directly charged total costs: Flex Funds, Supplies, Training, Travel, etc.
6. Number of personnel receiving benefit: Equipment Rent/M&R, General/Professional Liability/Auto/Property Insurance, Telephone.
7. Number of square feet assigned to programs: Building Rent/M&R, Shredding/Storage, Tax/License, Utilities, etc.
8. Other reasonable methods which would result in the cost being assigned to the program receiving service.

Year-End Allocations

When the accounting records are closed at the end of the fiscal year, the actual indirect cost rate will be recalculated for use in reporting amounts in the financial statements and for adjusting any interim billings under cost reimbursement. If any further allocation is needed it will be made using standard Medicare step-down cost-finding detailed in the CMS publication 15.

Approved by: LeeAnn Skorohod, COO



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File No. 20636.08002

August 31, 2020

Kelsey Neal
Procurement Contracting Officer
Department of Purchasing and Contracting
5560 Overland Avenue Suite 270
San Diego CA 92123-1204

Re: **Request For Proposal ("RFP") 10417**

Dear Ms. Neal:

This firm and the undersigned serve as outside general counsel for Exodus Recovery, Inc. ("Exodus"), a role we have performed for at least the last seventeen (17) years if not longer. As such, we are familiar with various legal issues confronting Exodus, as well as the litigated matters in which it finds itself involved.

We understand that, in connection with RFP 1047, the County of San Diego ("the County") needs to know the extent to which Exodus has been involved in any professional liability claims or lawsuits during the most recent fiscal. Please be advised that, as of the date of this letter, there are currently no professional liability claims or lawsuits pending against Exodus. In the last five (5) years, moreover, there have been no professional liability claims or lawsuits asserted against Exodus.

We trust that this addresses the concerns that you and the County may have in this regard. Thank you.

Very truly yours,



Anthony F. Witteman

AFW:ls

COUNTY CONTRACT NUMBER 563618
AGREEMENT WITH EXODUS RECOVERY INC.
FOR MOBILE CRISIS RESPONSE TEAM (MCRT) PILOT IN THE NORTH COASTAL REGION
EXHIBIT B – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability (Errors & Omissions) insurance appropriate to the Contractor's Profession, including, but not limited to medical administration, counseling and legal services.
- E. Improper Sexual Conduct including sexual harassment, sexual abuse and sexual misconduct applying to bodily injury, property damage or personal injury arising out of the actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of the insured or as a result of the negligent employment, investigation, hiring & supervision or the reporting or failure to report to proper authorities of a person for whom any insured is or ever was legally responsible.
- F. Cyber/Information Security Liability shall cover all of Contractor's employees, officials and agents. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall apply to any dishonest, fraudulent, malicious or criminal activities that affect, alter, copy, corrupt, delete, disrupt or destroy a computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of either electronic or non-electronic data, including publicizing confidential electronic or non-electronic data; causing electronic or non-electronic confidential electronic data to be accessible to unauthorized persons; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability (Errors & Omissions): \$2,000,000 per claim with an aggregate limit of not less than \$4,000,000. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's work pursuant to the Contract.
- E. Improper Sexual Conduct: \$2,000,000 per claim with an aggregate limit of not less than \$2,000,000.
- F. Cyber Security Liability. \$2,000,000 per claim with an aggregate limit of not less than \$2,000,000.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- A. Additional Insured Endorsement
The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on

COUNTY CONTRACT NUMBER 563618
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EXHIBIT B – INSURANCE REQUIREMENTS

behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this Contract, Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 20 01 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.

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AGREEMENT WITH EXODUS RECOVERY INC.
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EXHIBIT B – INSURANCE REQUIREMENTS

- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

COUNTY CONTRACT NUMBER 563618
AGREEMENT WITH EXODUS RECOVERY INC.
FOR MOBILE CRISIS RESPONSE TEAM (MCRT) PILOT IN THE NORTH COASTAL REGION
EXHIBIT C – PRICING SCHEDULE

1. PRICING SCHEDULE

Term	Annual Contract Maximum (Not to Exceed)
Initial Term (date signed by DPC – 10/31/2021)	\$898,819.30
Option Year 1 (11/1/2021) – (10/31/2022)	\$922,421.68
Option Year 2 (11/1/2022) – (10/31/2023)	\$946,732.13
Option Year 3 (11/1/2023) – (10/31/2024)	\$971,771.90
Option Year 4 (11/1/2024) – (10/31/2025)	\$997,562.86
Total Contract Maximum	\$4,737,307.87

*Detailed line item budget is subject to County COR approval. In accordance with Section 5.1.2 County COR may make Administrative Adjustments (“AA”) to line item budget changes only, all other changes to Exhibit C are subject to Section 6.1 Contracting Officer. No budget change may exceed the annual contract maximum.